

**October 18, 2016
City Commission Room, 701 N. Jefferson, Junction City KS 66441**

**Mayor Mick McCallister
Vice Mayor Phyllis Fitzgerald
Commissioner Jim Sands
Commissioner Pat Landes
Commissioner Michael Ryan
City Manager Allen Dinkel
City Attorney Catherine Logan
City Clerk Shawna Settles**

1. 7:00 P.M. - CALL TO ORDER

a. Pledge of Allegiance.

2. PUBLIC COMMENT: The Commission requests that comments be limited to a maximum of five minutes for each person.

3. CONSENT AGENDA: All items listed are considered to be routine by the City Commission and will be enacted by one motion. There will be no separate discussion of these items unless a Commissioner so requests, in which event the item will be removed from consent status and considered in its normal sequence on the agenda.

a. Consideration of Appropriation Ordinance A-20 dated-Sept 28th 2016-Oct 11th 2016 in the amount of \$1,121,359.85. (p.3)

b. Consideration of City Commission Special Minutes for October 7, 2016 Meeting. (p.29)

c. Consider the request of the Junction City Arts Council for street closure, arts and crafts vendors and sale of alcohol for Junction City Arts Council German Christmas Market in Heritage Park on Friday, November 25, 2016. (p.32)

4. SPECIAL PRESENTATIONS:

a. Presentation regarding building and renovation opportunities for Playground Park and the Skate Park within Bramlage Park by Joy Davis. (p.40)

b. Special Presentation to Nick Blecha, Tyler Ross and Terry Bohanan of the Junction City Fire Department for the one year anniversary of life saving efforts to Heather Ryan presented by Interim Fire Chief Rook.

5. NEW BUSINESS:

a. Consideration to Award the Taxable Lease Purchase Agreement Bid for Financing of EMS Ambulance Defibrillators and Accessory Equipment to Commerce Bank with an Interest Rate of 3.01%. (p.42)

- [b.](#) Consideration to purchase plants for the East Chestnut and South Washington Roundabouts from Master Landscape Inc. in the amount of \$8,898.01. (p.86)
- [c.](#) Consideration of Bids Received to Construct Additional Restroom Facilities at Rathert Stadium in the amount of \$57,879.10. (p.101)
- [d.](#) Consideration of Ordinance No. S-3184, the reconsidered and resubmitted recommendation of the Metropolitan Planning Commission to rezone the property at 816 West Chestnut from "RS" Suburban Residential to "PDD" Planned Development District. (p.104)

6. EXECUTIVE SESSION:

- [a.](#) Executive Session - Attorney Client Privilege. (p.138)
- [b.](#) Executive Session - Non-Elected Employee Matters. (p.140)

7. COMMISSIONER COMMENTS & COMMITTEE REPORTS:

8. STAFF COMMENTS:

9. ADJOURNMENT:

Backup material for agenda item:

- a. Consideration of Appropriation Ordinance A-20 dated-Sept 28th 2016-Oct 11th 2016 in the amount of \$1,121,359.85.

City of Junction City

City Commission

Agenda Memo

October 18th 2016

From: Cynthia Sinkler, Water Billing and Accounts Payable Manager
To: City Commissioners
Subject: Consideration of Appropriation Ordinance A-20 dated-Sept 28th 2016-Oct 11th 2016 in the amount of \$1,121,359.85

Background: Attached is a Listing and Checks of the Appropriations for Sept 28th 2016-Oct 11th 2016

Appropriations: Sept 28th 2016-Oct 11th 2016

ACH Payment or due before next meeting

Kansas State Treasurer- \$3,836.00

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT_
NON-DEPARTMENTAL	GENERAL FUND	INTERNAL REVENUE SERVICE	9/30/16	FEDERAL WITHHOLDING	1,233.71
			9/30/16	FEDERAL WITHHOLDING	32,767.79
			9/30/16	SOCIAL SECURITY WITHHOLDIN	852.15
			9/30/16	SOCIAL SECURITY WITHHOLDIN	5,736.49
			9/30/16	MEDICARE WITHHOLDING	199.27
			9/30/16	MEDICARE WITHHOLDING	4,313.79
		JUNCTION CITY FIREFIGHTERS AID ASSOCIA	9/30/16	FIREFIGHTERS AID ASSOCIATI	120.00
		U.S. DEPARTMENT OF EDUCATION	9/30/16	U.S. DEPARTMENT OF EDUCATI	134.12
		CARVER & BLANTON SHEA	9/30/16	GARNISHMENT	407.07
		KANSAS PAYMENT CENTER	9/30/16	GARNISHMENT	1,248.03
		W H GRIFFIN, TRUSTEE	9/30/16	12-22755-13	729.23
		H KENT HOLLINS	9/30/16	GARNISHMENT	96.64
		GREAT WEST FINANCIAL	9/30/16	GREAT WEST FINANCIAL	12.00
			9/30/16	GREAT WEST FINANCIAL	4,578.38
		ACCOUNT RECOVERY SPECIALISTS, INC.	9/30/16	GARNISHMENT	12.50
		NC CHILD SUPPORT CENTRALIZED COLLECTIO	9/30/16	NC CHILD SUPPORT	207.69
		FIREMEN'S RELIEF ASSOCIATION	9/30/16	FIREMANS RELIEF	213.08
		JCPOA	9/30/16	JCPOA	760.00
		KANSAS DEPT OF REVENUE	9/30/16	STATE WITHHOLDING	437.81
			9/30/16	STATE WITHHOLDING	10,094.13
		KANSAS PUBLIC EMPLOYEES	9/30/16	KPERS #1	106.20
			9/30/16	KPERS #1	2,399.14
			9/30/16	KP&F	16,568.90
			9/30/16	KPERS #2	278.50
			9/30/16	KPERS #2	1,838.52
			9/30/16	KPERS #3	439.40
			9/30/16	KPERS #3	692.48
				TOTAL:	86,477.02
INFORMATION TECHNOLOGY GENERAL FUND		INTERNAL REVENUE SERVICE	9/30/16	SOCIAL SECURITY WITHHOLDIN	47.25
			9/30/16	MEDICARE WITHHOLDING	11.05
		CENTURYLINK COMMUNICATION, INC.	10/10/16	INFORMATION SYSTEMS	14.80
		VERIZON WIRELESS	9/12/16	IT DIRECTOR	61.95
			9/12/16	IT TECHNICIAN	61.95
		COX BUSINESS SERVICES	10/01/16	Metro E - Municipal Buildi	1,500.00
			10/01/16	TV Charges	9.98
			10/01/16	Phone Lines - Cox	55.51
			10/01/16	Outside - FS2 Internet	47.95
			10/01/16	Channel 3 Digital Music	34.73
		KANSAS PUBLIC EMPLOYEES	9/30/16	KPERS #1	69.96
		INCODE	10/01/16	Web Publishing Fees	200.00
			9/14/16	Incode 10 Software - 50%	3,125.00
			9/21/16	Incode 10 Software - 50%	640.62
				TOTAL:	5,880.75
ADMINISTRATION	GENERAL FUND	INTERNAL REVENUE SERVICE	9/30/16	SOCIAL SECURITY WITHHOLDIN	351.81
			9/30/16	MEDICARE WITHHOLDING	82.28
		FISHER, PATTERSON, SAYLER & SMITH, L.L	9/30/16	ZIMMERMAN CASE NO.2015CV00	1,618.70
		CENTURYLINK COMMUNICATION, INC.	10/10/16	ADMINISTRATION	66.60
			10/10/16	ADMINISTRATIVE SERVICES	14.80
			10/10/16	EDC-ADMINISTRATION	29.60
			10/10/16	ADMINISTRATION	14.81
		VERIZON WIRELESS	10/05/16	573-247-2866-CITY CLERK	51.95
			10/05/16	620-532-1756=FINANCE DIR	64.95
			10/05/16	210-5380-HR DIRECTOR	51.95
			10/05/16	785-280-3591-CITY MANAGER	51.95

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT_
		STAPLES ADVANTAGE	9/24/16	OFFICE SUPPLIES	16.75
			9/22/16	OFFICE SUPPLIES	53.04
		COX BUSINESS SERVICES	10/01/16	Phone Lines - Cox	184.25
		GEARY COMMUNITY HOSPITAL	9/13/16	MICHAEL DOWNS PHYSICAL	215.00
			9/15/16	TIMOTHY WARD PHYSICAL	215.00
		PAYNE & JONES CHARTERED	9/30/16	HELDSTAB CASE NO.2015CV000	437.50
		WILLGRATTEN PUBLICATIONS LLC	10/11/16	PROPOSAL	19.37
			9/30/16	DND NTK HOME GUIDE OF JC	25.00
		LORMAN EDUCATION SERVICES	9/23/16	10-99 LIVE WEBINAR TRAININ	87.43
		KANSAS GAS SERVICE	10/10/16	700 N JEFFERSON-SEPT 2016	54.27
		WESTAR ENERGY	10/10/16	700 N JEFFERSON	2,303.40
			10/10/16	MUNICIPAL BLDG-POLE LIGHT	32.62
			10/10/16	FEE	695.54
		KANSAS PUBLIC EMPLOYEES	9/30/16	KPERS #1	261.21
			9/30/16	KPERS #2	98.32
			9/30/16	KPERS #3	132.63
			9/30/16	KPERS RETIRED	28.75
		NEX-TECH	10/10/16	NEX-GEN ROUND UP FOR YOUTH	0.63
		CHAMBER OF COMMERCE	10/03/16	FITZGERALD/DINKEL MAC BREA	24.00
		LATHROP & GAGE LLP	9/13/16	PRO SVCS THRU 08-31-2016	3,285.49
			9/13/16	JUNGHANS AIRPORT FENCE DIS	442.50
			9/13/16	FARMERS BANK V HOMESTEAD	9,874.20
			9/13/16	2016 LEASE PURCHASE USBGLF	1,128.50_
				TOTAL:	22,014.80
BUILDING MAINTENANCE	GENERAL FUND	INTERNAL REVENUE SERVICE	9/30/16	SOCIAL SECURITY WITHHOLDIN	265.95
			9/30/16	MEDICARE WITHHOLDING	62.20
		VERIZON WIRELESS	10/05/16	6618 BM WILLIAMS	51.95
			10/05/16	1761 BM WRIGHT	51.95
		AIR FILTER PLUS INC	9/29/16	AIR FILTERS, BLDG MAINT	368.64
		NEKOLOCKS	9/29/16	REPAIRED CLYLINDER, OPERA	42.00
		DAVE'S ELECTRIC, INC.	9/28/16	MONITOR GENERATOR, 12TH ST	234.00
		KANSAS PUBLIC EMPLOYEES	9/30/16	KPERS #1	120.35
			9/30/16	KPERS #2	172.47
			9/30/16	KPERS #3	100.96
		CINTAS #451	10/11/16	SCRAPER/BROWN MAT	68.82
			10/10/16	SCRAPER/BROWN MAT	68.82
			10/10/16	SCRAPER/BROWN MAT	68.82
		THERMAL COMFORT AIR, INC	10/10/16	A/C SERVICED, PARKS DEPT	105.00_
				TOTAL:	1,781.93
PARKS	GENERAL FUND	INTERNAL REVENUE SERVICE	9/30/16	SOCIAL SECURITY WITHHOLDIN	563.64
			9/30/16	MEDICARE WITHHOLDING	131.81
		VERIZON WIRELESS	10/05/16	7130 PW FLORES	32.26
			10/05/16	7131 PR DIRECTOR LAZEAR	61.95
		C & M LAWN SERVICES	10/03/16	CONTRACT MOWING 9/25-10/1	2,708.75
			9/19/16	CONTRACT MOWING 9/11-9/17	3,009.30
			9/26/16	CONTRACT MOWING 9/18-9/24	2,887.50
		MIDWEST CONCRETE MATERIALS	9/27/16	5.5 CY CONC - RATHERT STAD	544.50
		COX BUSINESS SERVICES	10/01/16	WUPD - Metro E	182.50
			10/01/16	WUPD - Telephone	84.34
		TURF DESIGN INC.	9/30/16	EARLY FALL FERTILIZER, PAR	1,780.60
			9/30/16	FALL APPLICATION FERTILIZER	3,098.50
		KANSAS GAS SERVICE	10/10/16	1017 1/2 W 5TH ST	31.26
		WESTAR ENERGY	10/10/16	2307 N JACKSON-POLE LIGHTS	351.60
			10/10/16	1021 GRANT-FEMA LAND	34.65

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT_
			10/10/16	100 GRANT-WASH-MONT PLAZA	229.43
			10/10/16	102 W ASH-BATHROOMS-CORONA	29.12
			10/10/16	CORONADO PARK LIGHTS	18.03
			10/10/16	104 ASH-TENNIS LIGHTS-CORO	23.63
			10/10/16	RIMROCK PARK LIGHTS	125.60
			10/10/16	RIMROCK PARK & PAL	351.80
			10/10/16	NORTH PARK LIGHTS	31.97
			10/10/16	NORTH PARK LIGHTS	158.52
			10/10/16	SOUTH PARK LIGHTS	92.53
			10/10/16	SOUTH PARK LIGHTS	90.11
			10/10/16	1500 ST MARY RD-SOUTH PK B	26.39
			10/10/16	FILBY PARK LIGHTS	83.18
			10/10/16	1017 W 5TH-TENNIS	67.01
			10/10/16	511 N JEFFERSON-HERITAGE	45.28
			10/10/16	5TH ST PARK LIGHT POLES	263.26
			10/10/16	5TH ST PARK LIGHT POLES	191.88
			10/10/16	420 GRANT-BRAMLAGE	127.86
			10/10/16	920 E 5TH-SERTOMA PARK LIG	25.62
			10/10/16	CLEARY PARK LIGHTS	457.58
			10/10/16	CLEARY PLAYGROUND LIGHTS	31.40
			10/10/16	1101 W 12-CLEARY PARK BATH	24.90
			10/10/16	1020 W 11TH 1/2-CLEARY BLD	51.51
			10/10/16	RATHERT FIELD LIGHTS	55.46
			10/10/16	900 W 13TH-RATHERT FIELD	448.06
			10/10/16	RATHERT FIELD LIGHTS	127.91
			10/10/16	1200 N FRANKLIN ST	71.64
			10/10/16	200 N EISENHOWER-SIGN	23.63
			10/10/16	PAWNEE PARK LIGHT	31.40
			10/10/16	1900 THOMPSON-CONCESION	189.79
			10/10/16	302 W 18TH-BUFFALO SOLDIER	332.34
			10/10/16	2301 SVR-PLANTERS	23.10
			10/10/16	930 E GUNNER-PATH LIGHT	53.19
			10/10/16	920 E GUNNER-PATH LIGHT	68.81
			10/10/16	145 E ASH-RIVER WALK	103.54
			10/10/16	1821 CAROLINE AVE-BLUFFS	31.23
			10/10/16	900 W 12TH-PARK LIGHT	23.63
			10/10/16	5TH & EISENHOWER-SIGN	118.62
		KANSAS PUBLIC EMPLOYEES	9/30/16	KPERS #1	530.30
			9/30/16	KPERS #2	174.28
		KANSAS RECREATION & PARKS	10/04/16	KRPA MEMBER RENEWAL, ED LA	75.00
			10/04/16	KRPA MEMBER RENEWAL, JOSH	75.00
		MASSCO	9/22/16	GLOVES, TOILET TISSUE	319.42
		ROTHWELL LANDSCAPE INC	9/27/16	VALVE REPLACED, CHESTNUT S	261.94
				TOTAL:	21,188.06
SWIMMING POOL	GENERAL FUND	INTERNAL REVENUE SERVICE	9/30/16	SOCIAL SECURITY WITHHOLDIN	21.35
			9/30/16	MEDICARE WITHHOLDING	4.99
		COX BUSINESS SERVICES	10/01/16	Pool - Internet Connection	47.95
			10/01/16	Pool - Phone	34.59
		DAVE'S ELECTRIC, INC.	9/26/16	REPAIR ELECTRIC, SPLASH PA	373.58
		KANSAS GAS SERVICE	10/10/16	1017 W 5TH	40.38
		WESTAR ENERGY	10/10/16	5TH ST POOL	157.34
		KANSAS PUBLIC EMPLOYEES	9/30/16	KPERS #2	31.61
				TOTAL:	711.79
SPIN CITY	GENERAL FUND	INTERNAL REVENUE SERVICE	9/30/16	SOCIAL SECURITY WITHHOLDIN	302.92

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT_
			9/30/16	MEDICARE WITHHOLDING	70.84
		VERIZON WIRELESS	10/05/16	1084 SC MGR MARRS	51.95
		COX BUSINESS SERVICES	10/01/16	Spin City - Cable	108.92
			10/01/16	Spin City - Internet	47.95
			10/01/16	Spin City - Telephone	82.26
			10/01/16	SC - Metro E	182.50
		KANSAS GAS SERVICE	10/10/16	915 S WASHINGTON	44.68
		WESTAR ENERGY	10/10/16	915 S WASHINGTON-GOLF-SPIN	36.92
			10/10/16	915 S WASHINGTON-SPIN CITY	1,836.87
		KANSAS PUBLIC EMPLOYEES	9/30/16	KPERS #1	137.42
			9/30/16	KPERS #3	54.47
		THERMAL COMFORT AIR, INC	10/03/16	REPAIR AC, SPIN CITY	73.39
		MISC KAPPA DELTA	10/11/16	KAPPA DELTA SPIN CITY REFU	300.00_
				TOTAL:	3,331.09
AIRPORT	GENERAL FUND	COX BUSINESS SERVICES	10/01/16	Airport - Internet Connect	50.03
		LOCHNER	10/10/16	AIRPORTWINDCONE8/26/16-9/1	231.77
		STRUKELE ELECTRIC INC	9/15/16	REPLACE/INSTALL FOR RUNWAY	2,689.93
			9/20/16	BID2-INSTALL PERIMETER FEN	1,956.66
			9/15/16	INSTALL CABLE/PVC	84.35
		F & R SERVICES	10/10/16	14TH ST-OPPOSITE RATHERT F	27.56
			10/10/16	AIRPORT/JACKSON ST ROW-ALL	1,091.48
			10/10/16	14TH ST TRAILER COURT AREA	82.69
		KANSAS GAS SERVICE	10/10/16	540 AIRPORT RD #100	35.13
			10/10/16	540 W 18TH ST	34.31
		WESTAR ENERGY	10/10/16	500 W 18TH-AIRPORT MAIN	407.20
			10/10/16	2619 N JACKSON-AIRPORT LIG	56.98
			10/10/16	520 AIRPORT RD	48.22
			10/10/16	540 AIRPORT RD 100	99.14
		THERMAL COMFORT AIR, INC	10/03/16	REPAIR AC, AIRPORT OFFICE	785.41_
				TOTAL:	7,680.86
GOLF COURSE	GENERAL FUND	INTERNAL REVENUE SERVICE	9/30/16	SOCIAL SECURITY WITHHOLDIN	493.47
			9/30/16	MEDICARE WITHHOLDING	115.41
		US FOOD SERVICE	10/10/16	FOOD SUPPLY	291.71
		CENTURYLINK COMMUNICATION, INC.	10/10/16	GOLF COURSE	155.61
		PING	10/10/16	SPECIAL ORDER GOLF CLUB	145.72
			10/10/16	SPEC ORDER GOLF CLUBS	411.68
		HENRICKS GROUP, THE	10/10/16	GOLF BALLS FOR RESALE	106.00
		COX BUSINESS SERVICES	10/01/16	TV Charges	17.22
			10/01/16	Golf - Internet Connection	59.95
			10/01/16	Golf - Metro E	194.42
		JOHN BERNSTEIN	10/10/16	GOLF LESSONS	45.00
			10/10/16	GOLF LESSONS	30.00
		KANSAS LOGOS, INC	10/07/16	DIRECTION SIGN, RMGC	436.40
		FLINT HILLS BEVERAGE LLC	10/10/16	BEER SUPPLY	91.31
			10/10/16	BEER SUPPLY	106.38
		GEARY COUNTY RWD #4	10/10/16	RURAL WATER SUPPLY	50.66
		GOLF MAX	10/10/16	CLUB GRIPS FOR RESALE	133.90
		KANSAS PUBLIC EMPLOYEES	9/30/16	KPERS #2	455.32
			9/30/16	KPERS #3	53.00
		NEX-TECH	10/10/16	GOLF COURSE	6.14
		SNACK EXPRESS	10/17/16	FOOD/BEV SUPPLY	198.57
			10/10/16	FOOD/BEV SUPPLY	294.48
		R & R PRODUCTS CO.	10/10/16	EQUIP PARTS - TIRE	82.23
		VAN WALL EQUIPMENT	10/10/16	EQUIP PARTS/SWITCH/BELTS	367.32

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT_
			10/10/16	EQUIP PARTS / AMT2337	46.72_
				TOTAL:	4,388.62
AMBULANCE	GENERAL FUND	INTERNAL REVENUE SERVICE	9/30/16	SOCIAL SECURITY WITHHOLDIN	78.12
			9/30/16	MEDICARE WITHHOLDING	729.14
		CENTURYLINK COMMUNICATION, INC.	10/10/16	AMBULANCE	48.10
		VERIZON WIRELESS	10/04/16	IPAD-1	40.01
			10/04/16	IPAD-2	40.01
			10/04/16	IPAD-3	40.01
			10/04/16	IPAD 4 210-9839	40.01
			10/04/16	223-1237 (M3)	5.91
			10/04/16	223-1238 (M4)	6.05
			10/04/16	223-1240 (M2)	7.88
			10/04/16	223-1243 (M1)	7.56
		KA-COMM	9/15/16	REPAIR PORTABLE RADIO	58.00
		COX BUSINESS SERVICES	10/01/16	Phone Lines - Cox (50%)	70.16
			10/01/16	Fire Station 2 - Metro E 5	91.25
			10/01/16	Fire Station 2 - Phone 50%	65.02
		KANSAS GAS SERVICE	10/10/16	700 N JEFFERSON-SEPT 2016	27.13
		WESTAR ENERGY	10/10/16	700 N JEFFERSON	1,151.70
			10/10/16	MUNICIPAL BLDG-POLE LIGHT	16.31
		KANSAS PUBLIC EMPLOYEES	9/30/16	KPERS #1	115.66
			9/30/16	KP&F	10,010.98
		MOORE MEDICAL LLC	9/23/16	MEDICAL SUPPLIES	1,890.33
		OMNI BILLING	10/01/16	AMBULANCE BILLING	5,504.68_
				TOTAL:	20,044.02
COUNTY/INS ZONING SVCS	GENERAL FUND	CENTURYLINK COMMUNICATION, INC.	10/10/16	ZONING/COUNTY INSPECTION	14.81
		VERIZON WIRELESS	10/05/16	ZONING ADMINISTRATOR	35.80
		COX BUSINESS SERVICES	10/01/16	Phone Lines - Cox	50.49
		WILLGRATTEN PUBLICATIONS LLC	10/11/16	S-3183	31.12
			10/11/16	S-3185 REZONE 11/12TH WASH	47.58_
				TOTAL:	179.80
ENGINEERING	GENERAL FUND	INTERNAL REVENUE SERVICE	9/30/16	SOCIAL SECURITY WITHHOLDIN	22.59
			9/30/16	MEDICARE WITHHOLDING	5.28
		VERIZON WIRELESS	10/05/16	ENGINEERING ASSISTANT	32.26
		COX BUSINESS SERVICES	10/01/16	Phone Lines - Cox	94.42
		KANSAS PUBLIC EMPLOYEES	9/30/16	KPERS #2	33.45
		KAW VALLEY ENGINEERING, INC	9/30/16	ONCALL PRO SVC THRU 09-25-	642.50
			9/30/16	ONCALL PRO SVC THRU 09-25-	366.48
		SALINA BLUEPRINT & MICROGRAPHIC SYSTEM	10/10/16	CANON PF-03 PRINT HEAD	450.00
			10/10/16	CANON INK - PIGMENT BMK	173.00
			10/10/16	CANON INK - PIGMENT CYAN	173.00
			10/10/16	CANON INK - PIGMENT P C	173.00
			10/10/16	CANON INK - PIGMENT GRAY	173.00_
				TOTAL:	2,338.98
CODES ENFORCEMENT	GENERAL FUND	INTERNAL REVENUE SERVICE	9/30/16	SOCIAL SECURITY WITHHOLDIN	496.40
			9/30/16	MEDICARE WITHHOLDING	116.09
		CENTURYLINK COMMUNICATION, INC.	10/10/16	CODE ENFORCEMENT	37.00
		VERIZON WIRELESS	10/05/16	SENIOR INSPECTOR	32.26
			10/05/16	INSPECTOR INSPECTOR	32.26
			10/05/16	INSPECTORS IPAD2	40.01
			10/05/16	SENIOR INSPECTOR IPAD2	40.01
			10/05/16	INSPECTORS1 INSPECTORS	51.95

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT
			10/05/16	INSPECTORS2 INSPECTORS	32.26
			10/05/16	INSPECTOR1 IPAD4	40.01
			10/05/16	INSPECTOR2 IPAD4	40.01
		COX BUSINESS SERVICES	10/01/16	Phone Lines - Cox	79.78
		WILLGRATTEN PUBLICATIONS LLC	10/11/16	R-2818 CONDEMN 1023 W 8TH	423.78
			10/11/16	R-2819 CONDEMN 639 W 14TH	423.78
		F & R SERVICES	10/10/16	640 W 4TH ST	77.18
			10/10/16	520 S WASHINGTON ST	77.18
			10/10/16	1404 CYPRESS CT	77.18
			10/10/16	1526 CLOVER ST	77.18
			10/10/16	1530 CLOVER DR	77.18
			10/10/16	1534 CLOVER DR	98.96
			10/10/16	1602 CLOVER DR	77.18
			10/10/16	2803 ELM CREEK DR	38.59
			10/10/16	2901 ELM CREEK DR	77.18
			10/10/16	1004 HIGHLAND DR	77.18
			10/10/16	LOT 37 GREENHILLS W #2-TAM	77.18
			10/10/16	1800 N JACKSON ST	77.18
			10/10/16	RUCKER RD UP THOMPSON-WRIG	38.59
			10/10/16	1410 SETTGAIST CIR	38.59
			10/10/16	332 W 8TH ST	77.18
			10/10/16	739 W 10TH ST	38.59
			10/10/16	631 W 11TH ST	38.59
			10/10/16	1212 W CLAY ST	77.18
			10/10/16	115 W 11TH ST	38.59
			10/10/16	2022 QUAIL RUN	77.18
			10/10/16	205 E 12TH ST	38.59
			10/10/16	220 E 12TH ST	77.18
			10/10/16	240 E 11TH ST	38.59
			10/10/16	139 E 11TH ST	77.18
			10/10/16	701 N MONROE ST	77.18
		KANSAS PUBLIC EMPLOYEES	9/30/16	KPERS #1	492.43
			9/30/16	KPERS #2	122.31
			9/30/16	KPERS #3	120.26
				TOTAL:	4,263.16
POLICE	GENERAL FUND	INTERNAL REVENUE SERVICE	9/30/16	SOCIAL SECURITY WITHHOLDIN	72.50
			9/30/16	SOCIAL SECURITY WITHHOLDIN	779.65
			9/30/16	SOCIAL SECURITY WITHHOLDIN	834.24
			9/30/16	SOCIAL SECURITY WITHHOLDIN	300.49
			9/30/16	MEDICARE WITHHOLDING	16.95
			9/30/16	MEDICARE WITHHOLDING	182.32
			9/30/16	MEDICARE WITHHOLDING	1,445.62
			9/30/16	MEDICARE WITHHOLDING	141.82
		CENTURYLINK COMMUNICATION, INC.	10/10/16	PD-SEPT 2016 (PHONE BILL)	1,013.16
			10/10/16	POLICE/DISPATCH	406.85
		VERIZON WIRELESS	10/04/16	PD CELL SEP 2016	1,544.96
		CENTURY BUSINESS TECHNOLOGIES	10/03/16	Records Copier	157.50
			10/03/16	Investigations Copier	157.50
		STAPLES ADVANTAGE	9/28/16	TONER/CD ENVELOPES	294.83
			9/28/16	PAPER TOWELS	44.74
			10/03/16	PAPER TOWELS	89.48
			10/03/16	TONER CARTRIDGE	84.70
			10/03/16	TONER CARTRIDGES/HOLE PUNC	156.39
		KA-COMM	10/03/16	142091 REMOVE PUSH BUMPER	230.00
			10/03/16	142113 SPEAKER MICS	333.00

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT_
			10/10/16	142201 UNIT 202 CHANGE OUT	5,992.18
			10/10/16	142285 ANTENNA CABLE #223	220.25
			10/10/16	142291 RADIO PROGRAMMING	34.00
			10/10/16	142350 RADIO MAINTENANCE 2	55.00
			10/10/16	142357 DATA BACBONE SYSTEM	150.00
			10/10/16	142357 DATA BACBONE SYSTEM	150.00
		COX BUSINESS SERVICES	10/01/16	City - Fiber Internet	4,236.67
			10/01/16	TV Charges	179.25
		WILLGRATTEN PUBLICATIONS LLC	10/11/16	SUV BID	40.53
			10/11/16	CHEVY BID	40.53
		QUANTICO TACTICAL	9/30/16	BODY ARMOR	2,331.42
		DRY CLEAN CITY #1	10/07/16	UNIFORM CLEANING	666.91
		GEARY COUNTY SHERIFF	10/03/16	JAIL EXPENSE SEPTEMBER 201	28,750.00
		GROSS WRECKER SERVICE	10/06/16	43397 TOWING FEES #09-0855	65.00
			10/06/16	46501 TOWING FEES #10-0315	60.00
			10/06/16	54110 TOWING FEES #13-1061	65.00
			10/06/16	55514 TOWING FEES #15-0065	65.00
			10/06/16	56563 TOWING FEES #15-1289	84.00
			10/06/16	57565 TOW FEES #227	75.00
			10/03/16	58651 TOWING FEES #210	70.00
		SECURITY SOLUTIONS INC	9/30/16	84718 CAMERA REPAIR	65.00
		KEY OFFICE PRODUCTS	9/28/16	03R62A SIGNATURE STAMP #20	22.50
			10/07/16	COPY PAPER	1,319.60
		KANSAS GAS SERVICE	10/10/16	312 E 9TH	60.64
			10/10/16	210 E 9TH	104.09
		WESTAR ENERGY	10/10/16	239 E 9TH-SEPT 2016	335.17
			10/10/16	210 E 9TH-JCPD	3,419.29
			10/10/16	312 E 9TH-JCPD STORAGE	251.03
		KANSAS PUBLIC EMPLOYEES	9/30/16	KPERS #1	162.88
			9/30/16	KPERS #1	594.53
			9/30/16	KPERS #1	300.84
			9/30/16	KP&F	18,525.92
			9/30/16	KP&F	1,007.76
			9/30/16	KPERS #2	426.31
			9/30/16	KPERS #2	118.21
			9/30/16	KPERS #2	144.10
			9/30/16	KPERS #3	107.33
			9/30/16	KPERS #3	565.20
			9/30/16	KPERS #3	163.58
		NEX-TECH	10/10/16	POLICE/DISPATCH	14.28
		SECRETARY OF STATE	10/03/16	NOTARY FEE #747	25.00
		CHAMBER OF COMMERCE	10/03/16	BRECI-JCPD MAC BREAKFAST	12.00
		ROTHWELL LANDSCAPE INC	10/05/16	2000239097 PD CHEMICAL APP	103.50
				TOTAL:	79,466.20
FIRE	GENERAL FUND	INTERNAL REVENUE SERVICE	9/30/16	SOCIAL SECURITY WITHHOLDIN	38.47
			9/30/16	MEDICARE WITHHOLDING	948.36
		CENTURYLINK COMMUNICATION, INC.	10/10/16	FIRE	48.10
		VERIZON WIRELESS	10/04/16	209-0124 (STN 2 CAPT)	5.25
			10/04/16	209-0255 (BC)	51.95
			10/04/16	209-0668 (STN 1 CAPT)	5.59
		COX BUSINESS SERVICES	10/01/16	Phone Lines - Cox (50%)	70.16
			10/01/16	TV Charges - FS2	86.24
			10/01/16	Fire Station 2 - Metro E 5	91.25
			10/01/16	Fire Station 2 - Phone 50%	65.02
			10/01/16	TV Charges - FS1	96.52

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT_
		GARAGE DOOR PLACE	9/22/16	REPAIR BAY DOOR 1 AT STN 1	100.00
		DRY CLEAN CITY #1	10/07/16	UNIFORM CLEANING-KAUSLER	2.15
		UNIVERSITY OF KANSAS	9/30/16	FFI & II EXAMS/POWERS	120.00
		KANSAS GAS SERVICE	10/10/16	700 N JEFFERSON-SEPT 2016	27.13
			10/10/16	2245 LACY DR-FIRE	84.56
		WESTAR ENERGY	10/10/16	700 N JEFFERSON	1,151.70
			10/10/16	MUNICIPAL BLDG-POLE LIGHT	16.31
			10/10/16	2245 LACY-FIRESTATION#2	1,167.64
		KANSAS PUBLIC EMPLOYEES	9/30/16	KPERS #1	56.96
			9/30/16	KP&F	13,228.49
				TOTAL:	17,461.85
STREET	GENERAL FUND	INTERNAL REVENUE SERVICE	9/30/16	SOCIAL SECURITY WITHHOLDIN	1,043.05
			9/30/16	MEDICARE WITHHOLDING	243.95
		BAYER CONSTRUCTION CO.	9/22/16	30 TONS ASPHALT-600 BITTER	1,574.56
			10/05/16	DITCH LINING & 62 TONS OF	671.56
		VERIZON WIRELESS	10/05/16	IBARRA-223-1232	51.95
			10/05/16	223-1241--UTILITY 1	26.00
			10/05/16	ON CALL-223-1508	26.00
			10/05/16	ROETHER-375-8899	61.94
			10/05/16	BERGMAN-761-5218	26.00
			10/05/16	HORN-761-5254	26.00
			10/05/16	HALL-761-5396	26.00
			10/05/16	LEWIS-761-5415	51.95
			10/05/16	TENORIO-761-5450	26.04
		UNIVERSAL LUBRICANTS, LLC	9/27/16	BULK FLUIDS 16-17	515.91
		VANDERBILTS	10/01/16	LARRY ARIAZ BOOTS - 2016	129.99
		CENTRAL POWER SYSTEMS & SERVICES	9/30/16	HYD. FLTR FOR 611, 610, 62	23.76
			10/06/16	#682 DRAG LINKS	296.99
		COX BUSINESS SERVICES	10/01/16	Public Works - Metro E - 2	45.62
			10/01/16	Public Works - Telephone -	56.83
		BD4 DISTRIBUTING, INC.	9/29/16	FLR CLNR AND TOILET PAPER	35.30
		TLC MOBILE SERVICES	9/30/16	#682 TOW	200.00
		DAVE'S ELECTRIC, INC.	10/03/16	TRUE VALUE PRK LOT LIGHTS	52.00
		NETWORK COMPUTING SOLUTIONS, LLC	10/03/16	Copier - Copies - 25%	4.31
		F & R SERVICES	10/10/16	600 BLOCK E 7TH ST-ROW	16.54
			10/10/16	603 SKYLINE DRIVE	11.03
			10/10/16	714 SKYLINE DRIVE	11.03
			10/10/16	GOLDENBELT BLVD-ROW	330.75
			10/10/16	ASH ST(600 BLK-HGLND CEMET	16.54
			10/10/16	DITCH BTWN 100 BLK EVINE&E	16.54
			10/10/16	EAST 6TH ST PARKING LOT	16.54
			10/10/16	EAST 6TH ST ROW	551.25
			10/10/16	E CHESTNUT-ROW @ UPRR TRAC	55.13
			10/10/16	FIRE STATION #2 - INCLDE F	115.50
			10/10/16	LACY DRIVE	110.25
			10/10/16	MEADOW LANE ROW	16.54
			10/10/16	ST MARYS ROAD ROW(CHURCH)	33.08
			10/10/16	VACANT DRAINAGE DITCH-RILE	16.54
			10/10/16	INDUSTRIAL PARK ROW	55.13
			10/10/16	E ASH ST UPRR TRCKS(ELKS-E	147.00
			10/10/16	SVR ROW (FIRE STATION 2 SI	82.69
			10/10/16	SVR ADDITION ISLANDS	88.20
			10/10/16	STRAUSS BLVD ISLANDS & R/W	330.75
			10/10/16	I 70 ROW - S WASHINGTON	661.50
			10/10/16	SOUTH JACKSON ST DRAINAGE	33.08

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT_
			10/10/16	ASH ST FROM CHESTNUT SOUTH	253.58
			10/10/16	136 E 3RD	33.08
			10/10/16	225 E 3RD	33.08
			10/10/16	6TH ST UNDERPASS	110.25
			10/10/16	SANDUSKY ROW	82.69
			10/10/16	THE BLUFFS AREA	110.25
			10/10/16	TOM NEAL INDUSTRIAL PARK A	275.63
			10/10/16	SOUTHWIND/KJCK EAST TO TOW	165.38
			10/10/16	CHADWICK COURT PROPERTY	16.54
			10/10/16	HOLLY LANE ISLAND	16.54
			10/10/16	SVR-R/W - K-18 TO RR	551.25
			10/10/16	ENTRANCE TO SUTTERWOODS @	66.15
			10/10/16	GRANT AVE ISLANDS	165.38
			10/10/16	WESTWOOD BLVD ISLANDS	165.38
			10/10/16	600 BLOCK E 7TH ST-ROW	16.54
			10/10/16	603 SKYLINE DRIVE	11.03
			10/10/16	714 SKYLINE DRIVE	11.03
			10/10/16	GOLDENBELT BLVD-ROW	330.75
			10/10/16	ASH ST(600 BLK-HGLND CEMET	16.54
			10/10/16	DITCH BTWN 100 BLK EVINE&E	16.54
			10/10/16	EAST 6TH ST PARKING LOT	16.54
			10/10/16	EAST 6TH ST ROW	551.25
			10/10/16	E CHESTNUT-ROW @ UPRR TRAC	55.13
			10/10/16	FIRE STATION #2 - INCLDE F	115.50
			10/10/16	LACY DRIVE	110.25
			10/10/16	MEADOW LANE ROW	16.54
			10/10/16	ST MARYS ROAD ROW(CHURCH)	33.08
			10/10/16	VACANT DRAINAGE DITCH-RILE	16.54
			10/10/16	INDUSTRIAL PARK ROW	55.13
			10/10/16	E ASH ST UPRR TRCKS(ELKS-E	147.00
			10/10/16	SVR ROW (FIRE STATION 2 SI	82.69
			10/10/16	SVR ADDITION ISLANDS	88.20
			10/10/16	STRAUSS BLVD ISLANDS & R/W	330.75
			10/10/16	I 70 ROW - S WASHINGTON	661.50
			10/10/16	SOUTH JACKSON ST DRAINAGE	33.08
			10/10/16	ASH ST FROM CHESTNUT SOUTH	253.58
			10/10/16	136 E 3RD	33.08
			10/10/16	225 E 3RD	33.08
			10/10/16	6TH ST UNDERPASS	110.25
			10/10/16	SANDUSKY ROW	82.69
			10/10/16	THE BLUFFS AREA	110.25
			10/10/16	TOM NEAL INDUSTRIAL PARK A	275.63
			10/10/16	SOUTHWIND/KJCK EAST TO TOW	165.38
			10/10/16	CHADWICK COURT PROPERTY	16.54
			10/10/16	HOLLY LANE ISLAND	16.54
			10/10/16	SVR-R/W - K-18 TO RR	551.25
			10/10/16	ENTRANCE TO SUTTERWOODS @	66.15
			10/10/16	GRANT AVE ISLANDS	165.38
			10/10/16	WESTWOOD BLVD ISLANDS	165.38
			10/10/16	1701 N ADAMS- DRAIN	27.56
			10/10/16	BEL AIR & FOGARTY (DEAD EN	16.54
			10/10/16	8TH ST AT GARFIELD DITCH	11.03
			10/10/16	ANNEX PARKING LOT BEHIND D	16.54
			10/10/16	COMMONWEALTH DR ROW	27.56
			10/10/16	GRANT AVENUE ISLANDS	165.38
			10/10/16	GRANT AVENUE FRONTAGE RDS	44.10

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT
			10/10/16	MONROE ST DRAINS	16.54
			10/10/16	WESTWOOD BLVD-ISLANDS	165.38
			10/10/16	BRIDGE GUARDRAIL-EISEN & 1	11.03
			10/10/16	436 W 11TH ST	33.08
			10/10/16	EAST 10TH ST PROPERTY	110.25
			10/10/16	ELM DALE ROAD ROW	82.69
			10/10/16	CHESTNUT&I-70 RAMPS	694.58
			10/10/16	HWY 57 R/W & ISLANDS	1,102.50
			10/10/16	AREA IN FRONT OF CRACKER B	77.18
			10/10/16	RUCKER ROAD	551.25
			10/10/16	K-18 -RR TO STONE RIDGE	105.00
			10/10/16	LAWNDALE WATER AREA	44.10
			10/10/16	MOSS CIRCLE ISLAND	11.03
			10/10/16	GRANT AVE RIVER PARK AREA	165.38
			10/10/16	514 W 14TH ST	33.08
			10/10/16	516 W 14TH ST	33.08
			10/10/16	1008 W 14TH ST	33.08
		GADES SALES CO.	9/28/16	YELLOW LEDS	800.00
			9/28/16	PED SIGNALS W/ LED	1,855.00
			9/28/16	- FREIGHT	48.13
		KANSAS GAS SERVICE	10/10/16	2324 N JACKSON-SEPT 2016	37.66
			10/10/16	2324 1/2 N JACKSON	35.82
		WESTAR ENERGY	10/10/16	2324 N JACKSON-PUBLIC WORK	305.67
			10/10/16	2324 N JACKSON-BUILDING	809.49
			10/10/16	825 CRESTVIEW-ST LIGHTS	23.94
			10/10/16	101 E 6TH STREET-SIGNAL	77.52
			10/10/16	JUNCTION CITY	282.62
			10/10/16	107 S WASHINGTON-ST LIGHTS	24.15
			10/10/16	915 W 4TH-ST LIGHTS	18.03
			10/10/16	9TH&100 BLK W 9TH-ST LIGHT	31.97
			10/10/16	9TH & FILLEY-ST LIGHTS	62.81
			10/10/16	920 SPRUCE ST-ST LIGHTS	23.63
			10/10/16	SPRUCE & BUNKERHILL-ST LIG	27.72
			10/10/16	UTILITY PARKING LOT-ST LIG	71.32
			10/10/16	UTILITY PARKING LOT-ST LIG	71.32
			10/10/16	JEFFERSON-BETWEEN 6TH-ST L	129.09
			10/10/16	MINNICK PARKING LOT-ST LIG	137.82
			10/10/16	PARKING LOT-	110.90
			10/10/16	102 GRANT AVE	68.49
			10/10/16	1500 ST MARYS-ST LIGHTS	23.63
			10/10/16	1632 N WASHINGTON-ST LIGHT	24.26
			10/10/16	1935 NORTHWIND-ST LIGHTS	25.41
			10/10/16	1935 NORTHWIND-ST LIGHTS	26.68
			10/10/16	825 N JACKSON ST-ST LIGHTS	10.50
			10/10/16	11TH ST & JACKSON SCHOOL X	10.50
			10/10/16	807 N WASHINGTON-ST LIGHT	200.75
			10/10/16	615 N WASHINGTON-ST LIGHTS	136.16
			10/10/16	716 N WASHINGTON-ST LIGHTS	259.65
			10/10/16	132 N EISENHOWER-ST LIGHT	24.05
			10/10/16	1419 N JEFFERSON-ST LIGHTS	24.26
			10/10/16	1618 N JEFFERSON-ST LIGHTS	24.15
			10/10/16	2800 GATEWAY-ST LIGHT	27.95
			10/10/16	1200 S WASHINGTON-ST LIGHT	291.69
			10/10/16	316 N US HWY 77-FLASHER	24.48
			10/10/16	600 W 6TH-ST LIGHT	41.79
			10/10/16	1121 S US HWY 77-FLASHER	31.87

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT_
			10/10/16	401 CAROLINE CT-ST LIGHT	282.88
			10/10/16	351 E CHESTNUT-ST LIGHT	34.65
			10/10/16	ST MARYS CEMETARY-SIREN	94.21
			10/10/16	INDUSTRIAL PARK-ST LIGHT	23.63
			10/10/16	601 W CHESTNUT-FLAG	330.31
			10/10/16	1222 W 8TH-SIREN	24.26
			10/10/16	CIVIL DEFENSE-SIREN	37.19
			10/10/16	CIVIL DEFENSE-SIREN	37.19
			10/10/16	630 1/2 E TORNADO SIREN	34.65
			10/10/16	1804 N JACKSON SIREN	23.63
			10/10/16	403 GRANT AVE-SIREN	26.80
			10/10/16	703 W ASH-SIREN	23.84
			10/10/16	1102 ST MARYS RD-SIREN	25.52
			10/10/16	2022 LACY DRIVE-SIREN	23.63
			10/10/16	701 SOUTHWIND-SIREN	26.68
			10/10/16	CIVIL DEFENSE SIREN	37.19
			10/10/16	117 S WASHINGTON-SIGNAL	78.10
			10/10/16	316 N US-HWY 77 & MCFARLAN	97.95
			10/10/16	604 S ADAMS-ST LIGHTS	41.19
			10/10/16	641 GARFIELD	55.36
			10/10/16	599 EISENHOWER	37.74
			10/10/16	6TH & WEBSTER	168.45
			10/10/16	6TH & JACKSON	27.03
			10/10/16	6TH & MADISON	42.21
			10/10/16	127 E 6TH	98.48
			10/10/16	8TH & JEFFERSON	31.66
			10/10/16	8TH & JEFFERSON	320.72
			10/10/16	439 W 8TH	10.84
			10/10/16	8TH & WASHINGTON	36.72
			10/10/16	124 E 9TH	46.67
			10/10/16	1501 N JACKSON	33.29
			10/10/16	1760 W ASH	34.61
			10/10/16	312 N WASHINGTON-BLINKER	24.15
			10/10/16	601 E CHESTNUT-ST LIGHT	383.05
			10/10/16	1423 N WASHINGTON-ST LIGHT	24.26
			10/10/16	2631 OAKWOOD-SIREN	25.52
			10/10/16	ST LIGHTS-SEPT 2016	28,736.14
		KANSAS PUBLIC EMPLOYEES	9/30/16	KPERS #1	148.41
			9/30/16	KPERS #2	739.82
			9/30/16	KPERS #3	408.24
		NAPA AUTO PARTS OF J.C.	9/30/16	ADAPTER	12.94
		CINTAS #451	9/27/16	WKLY MATS AND TOWELS	34.37
			10/04/16	WKLY MATS AND TOWELS	34.37
		VICTOR L PHILLIPS CO	9/28/16	PARTS FOR #696, #698	237.40
		T.O.HAAS TIRES	9/29/16	#637 - CARLISLE TUBE & TL	27.12
				TOTAL:	57,659.18
COURT	GENERAL FUND	INTERNAL REVENUE SERVICE	9/30/16	SOCIAL SECURITY WITHHOLDIN	394.05
			9/30/16	SOCIAL SECURITY WITHHOLDIN	239.63
			9/30/16	MEDICARE WITHHOLDING	92.15
			9/30/16	MEDICARE WITHHOLDING	56.05
		MCKIM, JENNIFER J.	9/30/16	TRAVEL EXPENSE	76.28
		CENTURYLINK COMMUNICATION, INC.	10/10/16	MUNICIPAL COURT	43.45
		VERIZON WIRELESS	10/05/16	323-7174-CITY ATTORNEY	51.95
		CLARK & PLATT, CHTD.	10/03/16	APPT ATTNY FEES	250.00
			10/03/16	APPT ATTRNY FEES	250.00

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT_
			10/03/16	APPT ATTNY FEES	250.00
		JOSHUA DOUGLASS	10/11/16	PAYMENT EVERY TWO WEEKS	2,500.00
		COX BUSINESS SERVICES	10/01/16	Phone Lines - Cox	125.67
		WILLGRATTEN PUBLICATIONS LLC	10/11/16	G-1198 STO TRAFFIC ORDINAN	35.82
		KEY OFFICE PRODUCTS	10/10/16	RESTOCK OF TONER CARTRIDGE	749.71
			10/05/16	OFFICE SUPPLIES	51.00
		WESTAR ENERGY	10/10/16	701 N JEFFERSON-MUNICIPAL	687.05
		KANSAS PUBLIC EMPLOYEES	9/30/16	KPERS #1	583.45
			9/30/16	KPERS #1	111.28
			9/30/16	KPERS #2	208.67
		INCODE	10/01/16	Web - Court Inquiry	100.00
		CINTAS #451	10/11/16	MATS @ MUNICIPAL COURT	29.47
			10/06/16	RUGS AND MATS	29.47_
				TOTAL:	6,915.15
JC OPERA HOUSE	GENERAL FUND	CENTURYLINK COMMUNICATION, INC.	10/10/16	OPERA HOUSE	37.00_
				TOTAL:	37.00
RECREATION	GENERAL FUND	INTERNAL REVENUE SERVICE	9/30/16	SOCIAL SECURITY WITHHOLDIN	243.10
			9/30/16	MEDICARE WITHHOLDING	56.85
		CENTURYLINK COMMUNICATION, INC.	10/10/16	RECREATION	83.10
		VERIZON WIRELESS	10/05/16	3067 REC MGR SWIHART	51.95
		COX BUSINESS SERVICES	10/01/16	Digital Converter	2.08
			10/01/16	12th St Internet Connectio	47.95
			10/01/16	12th Street Metro E	182.50
			10/01/16	12th Street Phones	82.26
		BRIANNE LEIMBACH	10/10/16	PASTA 58-CUST CANCELLED	35.00
		KANSAS GAS SERVICE	10/10/16	1002 W 12TH	56.38
		WESTAR ENERGY	10/10/16	1002 W 12TH-COMMUNITY/P LI	3,258.27
		KANSAS PUBLIC EMPLOYEES	9/30/16	KPERS #2	130.38
			9/30/16	KPERS INSURANCE	0.26-
		KANSAS RECREATION & PARKS	10/04/16	KRPA MEMBER RENEWAL, DONNA	75.00
		CINTAS #451	10/11/16	GRAY MAT AT 12TH ST COMMUN	50.20
			9/30/16	GREY FLOOR MATS	50.20
		WATERS TRUE VALUE	9/30/16	SPRAY PAINT AND TAPE	36.73_
				TOTAL:	4,441.69
PARKS PROJECTS	GRANTS	GAME TIME ATHLETICS	10/04/16	BBALL COURT STENCIL	32.95_
				TOTAL:	32.95
EMERGENCY SHELTER	GRANTS	OPEN DOOR COMM. HOUSE	10/11/16	ESG GRANT SEPT 2016 PROCEE	4,561.73_
				TOTAL:	4,561.73
2005 JAG	GRANTS	GEARY COUNTY SHERIFF	9/30/16	085409522 COPIER 2016 JAG	3,166.00
			9/30/16	132565 MORPHO TRAK-2016 JA	2,060.00_
				TOTAL:	5,226.00
FAA GRANT	GRANTS	LOCHNER	10/10/16	AIRPORTWINDCONES/26/16-9/1	2,085.96
		STRUKELE ELECTRIC INC	9/15/16	REPLACE/INSTALL FOR RUNWAY	24,209.36
			9/20/16	BID2-INSTALL PERIMETER FEN	17,609.93
			9/15/16	INSTALL CABLE/PVC	759.15_
				TOTAL:	44,664.40
FEDERAL EXCHANGE TRANS GRANTS		J & K CONTRACTING L.C.	9/19/16	US77 HWY & I70 WATERLINE I	148,369.50
		KAW VALLEY ENGINEERING, INC	9/30/16	K-18 TRAIL PRO. KDOT PRO N	5,260.00
			9/30/16	ONCALL PRO SVC THRU 09-25-	11,405.20

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT_
			9/30/16	ONCALL PRO SVC THRU 09-25-	762.96
			9/30/16	INTERCEPTOR SEWER K-18 & U	2,022.02
		NOWAK CONSTRUCTION	9/23/16	SEWER RELOCATION K18 & 77	98,992.17_
				TOTAL:	266,811.85
KDOT GRANTS	GRANTS	KAW VALLEY ENGINEERING, INC	9/30/16	2016 KLINK PHASE II	8,956.18
			10/10/16	CONST INSPECTION 2016 ST M	6,732.94
			9/30/16	INTERCEPTOR SEWER K-18 & U	6,403.06
		NOWAK CONSTRUCTION	9/23/16	SEWER RELOCATION K18 & 77	313,475.20_
				TOTAL:	335,567.38
2002 BULLET-PROOF VEST GRANTS		QUANTICO TACTICAL	9/30/16	BODY ARMOR	2,331.42_
				TOTAL:	2,331.42
NON-DEPARTMENTAL	WATER FUND	INTERNAL REVENUE SERVICE	9/30/16	FEDERAL WITHHOLDING	1,414.16
			9/30/16	SOCIAL SECURITY WITHHOLDIN	913.92
			9/30/16	MEDICARE WITHHOLDING	213.73
		KANSAS PAYMENT CENTER	9/30/16	GARNISHMENT	60.00
		JAY W. VANDER VELDE	9/30/16	JAY W VANDER VELDE	17.05
		H KENT HOLLINS	9/30/16	GARNISHMENT	28.99
		GREAT WEST FINANCIAL	9/30/16	GREAT WEST FINANCIAL	221.70
		ACCOUNT RECOVERY SPECIALISTS, INC.	9/30/16	GARNISHMENT	3.75
		KANSAS DEPT OF REVENUE	9/30/16	STATE WITHHOLDING	489.83
		KANSAS PUBLIC EMPLOYEES	9/30/16	KPERS #1	290.18
			9/30/16	KPERS #2	347.41
			9/30/16	KPERS #3	247.48_
				TOTAL:	4,248.20
WATER DISTRIBUTION	WATER FUND	INTERNAL REVENUE SERVICE	9/30/16	SOCIAL SECURITY WITHHOLDIN	319.32
			9/30/16	MEDICARE WITHHOLDING	74.70
		VERIZON WIRELESS	10/05/16	ROGERS-761-5094	26.00
			10/05/16	761-5237-DEPT	26.00
			10/05/16	761-5283--STREET 5	26.00
			10/05/16	HAYHURST-761-5293	26.35
		UNIVERSAL LUBRICANTS, LLC	9/27/16	BULK FLUIDS 16-17	429.94
		KANSAS ONE-CALL SYSTEMS, INC.	9/30/16	SEPTEMBER 2016 DIG SAFE LO	160.00
		COX BUSINESS SERVICES	10/01/16	Public Works - Metro E - 2	45.62
			10/01/16	Public Works - Telephone -	56.83
		BD4 DISTRIBUTING, INC.	9/29/16	FLR CLNR AND TOILET PAPER	25.23
		MUNICIPAL SUPPLY, INC. OF NEBRASKA	10/05/16	MAIN PARTS - RESTOCKING	2,183.06
		NETWORK COMPUTING SOLUTIONS, LLC	10/03/16	Copier - Copies - 25%	4.31
		J & K CONTRACTING L.C.	10/05/16	BORE AT 400 W 7TH	400.00
			10/05/16	LACY HYDRANT	5,000.00
		KANSAS GAS SERVICE	10/10/16	2324 N JACKSON-SEPT 2016	37.66
		KANSAS PUBLIC EMPLOYEES	9/30/16	KPERS #1	74.04
			9/30/16	KPERS #2	348.83
			9/30/16	KPERS #3	56.43
		NAPA AUTO PARTS OF J.C.	9/30/16	ADAPTER	12.92
			10/03/16	#401 OXYGEN SENSOR	24.80
			10/03/16	INTAKE GASKET SET - #401	8.66
		CINTAS #451	9/27/16	WKLY MATS AND TOWELS	28.65
			10/04/16	WKLY MATS AND TOWELS	28.65
		SALINA SUPPLY COMPANY	9/28/16	FCC-STL CI AND BRASS NIPPL	81.98
			9/29/16	PVC WATERMAIN	551.69
			9/28/16	HOSE, ADAPTER, SELF PRIME	516.53_
				TOTAL:	10,574.20

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT_
WATER PLANT	WATER FUND	F & R SERVICES	10/10/16	WATER TOWER-SPRUCE ST	55.13
			10/10/16	WATER TOWER-WEST ASH ST	44.10
			10/10/16	WATER TOWER-SPRUCE ST	55.13
			10/10/16	WATER TOWER-WEST ASH ST	44.10
			10/10/16	WATER PLANT & FIELDS	761.25
			10/10/16	PUMP STATIONS @ ADAMS ST	82.69
				TOTAL:	1,042.40
WATER ADMINISTRATION	WATER FUND	INTERNAL REVENUE SERVICE	9/30/16	SOCIAL SECURITY WITHHOLDIN	594.62
			9/30/16	MEDICARE WITHHOLDING	139.09
		CENTURYLINK COMMUNICATION, INC.	10/10/16	WATER ADMINISTRATION	110.11
		VERIZON WIRELESS	10/05/16	209-1393=METER READER	32.26
			10/05/16	210-9199=METER READER	32.26
			10/05/16	223-2321-Meter Reader 3	32.26
			10/05/16	223-1358=CITY TREASURER	51.95
			10/05/16	307-8209=IPAD, Meter Reade	40.01
			10/05/16	307-8254=IPAD, Meter Reade	40.01
		COX BUSINESS SERVICES	10/01/16	TV Charges	19.98
			10/01/16	Phone Lines - Cox	187.31
		KANSAS GAS SERVICE	10/10/16	900 W SPRUCE	32.01
			10/10/16	2232 W ASH TOWER	31.26
		WESTAR ENERGY	10/10/16	2232 W ASH-WATER TOWER	115.37
			10/10/16	2100 N JACKSON-WATER	225.76
		KANSAS PUBLIC EMPLOYEES	9/30/16	KPERS #1	372.03
			9/30/16	KPERS #2	185.07
			9/30/16	KPERS #3	305.35
			9/30/16	KPERS RETIRED	17.97
		INCODE	10/01/16	Web - Utilities Inquiry -	106.68
			9/14/16	Incode 10 Software - 20%	1,250.00
			9/21/16	Incode 10 Software - 20%	256.25
		THE PRINTERY	10/10/16	WATER-WINDOW ENV. W/O/IMPR	494.50
		XEROX CORPORATION	10/01/16	Water Dept Copier	177.39
				TOTAL:	4,849.50
NON-DEPARTMENTAL	SEWER FUND	INTERNAL REVENUE SERVICE	9/30/16	FEDERAL WITHHOLDING	1,280.82
			9/30/16	SOCIAL SECURITY WITHHOLDIN	839.44
			9/30/16	MEDICARE WITHHOLDING	196.36
		KANSAS PAYMENT CENTER	9/30/16	GARNISHMENT	60.00
		JAY W. VANDER VELDE	9/30/16	JAY W VANDER VELDE	21.93
		H KENT HOLLINS	9/30/16	GARNISHMENT	28.99
		GREAT WEST FINANCIAL	9/30/16	GREAT WEST FINANCIAL	221.34
		ACCOUNT RECOVERY SPECIALISTS, INC.	9/30/16	GARNISHMENT	3.75
		KANSAS DEPT OF REVENUE	9/30/16	STATE WITHHOLDING	456.25
		KANSAS PUBLIC EMPLOYEES	9/30/16	KPERS #1	297.40
			9/30/16	KPERS #2	326.19
			9/30/16	KPERS #3	189.43
				TOTAL:	3,921.90
SEWER DISTRIBUTION	SEWER FUND	INTERNAL REVENUE SERVICE	9/30/16	SOCIAL SECURITY WITHHOLDIN	299.84
			9/30/16	MEDICARE WITHHOLDING	70.13
		VERIZON WIRELESS	10/05/16	MARSTON-761-5354	26.00
			10/05/16	761-5373-DEPT	26.00
		UNIVERSAL LUBRICANTS, LLC	9/27/16	BULK FLUIDS 16-17	429.94
		KANSAS ONE-CALL SYSTEMS, INC.	9/30/16	SEPTEMBER 2016 DIG SAFE LO	160.00
		COX BUSINESS SERVICES	10/01/16	Public Works - Metro E - 2	45.62
			10/01/16	Public Works - Telephone -	56.83

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT_
		BD4 DISTRIBUTING, INC.	9/29/16	FLR CLNR AND TOILET PAPER	25.23
		MID AMERICAN RESEARCH CHEMICAL	9/30/16	ROOT CONTROL	1,317.71
		NETWORK COMPUTING SOLUTIONS, LLC	10/03/16	Copier - Copies - 25%	4.31
		KANSAS GAS SERVICE	10/10/16	2324 N JACKSON-SEPT 2016	37.66
		WESTAR ENERGY	10/10/16	1452 CANDLELIGHT LIFT PUMP	30.91
			10/10/16	1121 CYPRESS-LIFT PUMP	34.93
			10/10/16	100 HOOVER LIFT PUMP	143.87
			10/10/16	1935 NORTHWIND-LIFT PUMP	36.30
			10/10/16	630 E ST LIFT PUMP	30.50
			10/10/16	400 E CHESTNUT LIFT PUMP	85.49
			10/10/16	2309 N JACKSON- LIFT PUMP	25.71
			10/10/16	948 GRANT AVE LIFT PUMP	27.64
			10/10/16	1001 GOLDENBELT LIFT PUMP	29.74
			10/10/16	500 E ASH LIFT PUMP	25.20
			10/10/16	1701 GOLDENBELT BLVD LIFT	31.76
		KANSAS PUBLIC EMPLOYEES	9/30/16	KPERS #1	74.04
			9/30/16	KPERS #2	320.00
			9/30/16	KPERS #3	56.43
		KAW VALLEY ENGINEERING, INC	9/30/16	ONCALL SPR VALLEY SANITARY	6,155.39
		NAPA AUTO PARTS OF J.C.	9/30/16	ADAPTER	12.92
			10/03/16	#401 OXYGEN SENSOR	24.79
			10/03/16	INTAKE GASKET SET - #401	8.67
		CINTAS #451	9/27/16	WKLY MATS AND TOWELS	28.65
			10/04/16	WKLY MATS AND TOWELS	28.65_
				TOTAL:	9,710.86
SEWER ADMINISTRATION	SEWER FUND	INTERNAL REVENUE SERVICE	9/30/16	SOCIAL SECURITY WITHHOLDIN	539.58
			9/30/16	MEDICARE WITHHOLDING	126.20
		KANSAS PUBLIC EMPLOYEES	9/30/16	KPERS #1	383.11
			9/30/16	KPERS #2	181.36
			9/30/16	KPERS #3	216.48
			9/30/16	KPERS RETIRED	17.97
		INCODE	10/01/16	Web - Utilities Inquiry -	106.66
			9/14/16	Incode 10 Software - 20%	1,250.00
			9/21/16	Incode 10 Software - 20%	256.25
		THE PRINTER	10/10/16	SEWER-WINDOW ENV. W/OIMPRI	494.50_
				TOTAL:	3,572.11
WASTEWATER PLANTS	SEWER FUND	F & R SERVICES	10/10/16	EASH ASH ST LIFT STATION	55.13
			10/10/16	SWWWT PLANT	341.25
			10/10/16	EASH ASH ST LIFT STATION	55.13
			10/10/16	SWWWT PLANT	341.25
			10/10/16	EWWT PLANT	446.25_
				TOTAL:	1,239.01
NON-DEPARTMENTAL	STORM WATER	INTERNAL REVENUE SERVICE	9/30/16	FEDERAL WITHHOLDING	228.08
			9/30/16	SOCIAL SECURITY WITHHOLDIN	159.27
			9/30/16	MEDICARE WITHHOLDING	37.28
		JAY W. VANDER VELDE	9/30/16	JAY W VANDER VELDE	2.44
		GREAT WEST FINANCIAL	9/30/16	GREAT WEST FINANCIAL	74.64
		KANSAS DEPT OF REVENUE	9/30/16	STATE WITHHOLDING	85.01
		KANSAS PUBLIC EMPLOYEES	9/30/16	KPERS #1	75.58
			9/30/16	KPERS #2	61.11
			9/30/16	KPERS #3	18.90_
				TOTAL:	742.31

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT_
STORM WATER ADMINISTRA	STORM WATER	INTERNAL REVENUE SERVICE	9/30/16	SOCIAL SECURITY WITHHOLDIN	159.26
			9/30/16	MEDICARE WITHHOLDING	37.27
			9/30/16	KPERS #1	116.34
			9/30/16	KPERS #2	93.80
			9/30/16	KPERS #3	25.50
		KANSAS PUBLIC EMPLOYEES	9/30/16	KPERS RETIRED	3.59
			9/14/16	Incode 10 Software - 5%	312.50
			9/21/16	Incode 10 Software - 5%	64.06_
				TOTAL:	812.32
STORM WATER DISTRIBUTI	STORM WATER	BAYER CONSTRUCTION CO.	10/05/16	DITCH LINING & 62 TONS OF	640.32
			9/27/16	BULK FLUIDS 16-17	171.98
		CENTRAL POWER SYSTEMS & SERVICES	10/05/16	SWEEPER PARTS	3,586.29
		KAW VALLEY ENGINEERING, INC	9/30/16	ONCALL RAVINE DETENTION PO	7,685.28
		NAPA AUTO PARTS OF J.C.	9/30/16	STUD FOR #690	20.64
		CINTAS #451	9/27/16	WKLY MATS AND TOWELS	11.46
			10/04/16	WKLY MATS AND TOWELS	11.46_
				TOTAL:	12,127.43
KLINK	SPECIAL HIGHWAY FU	KAW VALLEY ENGINEERING, INC	9/30/16	2016 KLINK PHASE II	8,956.17
			10/10/16	CONST INSPECTION 2016 ST M	6,732.94
			9/30/16	2017 KLINK PRO 6TH ST-14TH	14,176.00_
				TOTAL:	29,865.11
SPECIAL HIGHWAY	SPECIAL HIGHWAY FU	CENTURYLINK COMMUNICATION, INC.	10/10/16	ENGINEERING	37.00_
				TOTAL:	37.00
NON-DEPARTMENTAL	SANITATION FUND	INTERNAL REVENUE SERVICE	9/30/16	FEDERAL WITHHOLDING	1,107.78
			9/30/16	SOCIAL SECURITY WITHHOLDIN	697.18
			9/30/16	MEDICARE WITHHOLDING	163.06
		JAY W. VANDER VELDE	9/30/16	JAY W VANDER VELDE	7.31
		H KENT HOLLINS	9/30/16	GARNISHMENT	38.66
		GREAT WEST FINANCIAL	9/30/16	GREAT WEST FINANCIAL	121.33
		ACCOUNT RECOVERY SPECIALISTS, INC.	9/30/16	GARNISHMENT	5.00
		MICHAEL BERN ADE	9/30/16	GARNISHMENT	224.54
		KANSAS DEPT OF REVENUE	9/30/16	STATE WITHHOLDING	329.66
		KANSAS PUBLIC EMPLOYEES	9/30/16	KPERS #1	89.85
			9/30/16	KPERS #2	496.32
			9/30/16	KPERS #3	89.48_
				TOTAL:	3,370.17
SANITATION PICKUP	SANITATION FUND	INTERNAL REVENUE SERVICE	9/30/16	SOCIAL SECURITY WITHHOLDIN	533.69
			9/30/16	MEDICARE WITHHOLDING	124.78
		VERIZON WIRELESS	10/05/16	GARTRELL-223-1337	26.00
			10/05/16	IMHAUSEN-223-1758	26.00
			10/05/16	223-1759-TODD BARRIGER	26.00
			10/05/16	WARD-223-2022	26.60
			10/05/16	DOWNNS-307-6183	32.26
			10/05/16	761-5310-STREET 7	26.00
		UNIVERSAL LUBRICANTS, LLC	9/27/16	BULK FLUIDS 16-17	171.98
		SUMMIT TRUCK GROUP	10/05/16	#581 ENGINE PARTS	4,710.27
		CENTRAL POWER SYSTEMS & SERVICES	10/05/16	#586 PARTS	4,248.62
			9/28/16	#883 COMPRESSOR FLUID	258.54
			10/06/16	EGR COOLER-#586	1,286.50
		COX BUSINESS SERVICES	10/01/16	Public Works - Metro E - 2	45.62
			10/01/16	Public Works - Telephone -	56.83

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT_
		BD4 DISTRIBUTING, INC.	9/29/16	FLR CLNR AND TOILET PAPER	15.14
		TLC MOBILE SERVICES	9/28/16	DEMO TRASH TRUCK TOW	250.00
		NETWORK COMPUTING SOLUTIONS, LLC	10/03/16	Copier - Copies - 25%	4.31
		KANSAS GAS SERVICE	10/10/16	2324 N JACKSON-SEPT 2016	37.68
		KANSAS PUBLIC EMPLOYEES	9/30/16	KPERS #2	705.06
			9/30/16	KPERS #3	90.30
		NAPA AUTO PARTS OF J.C.	9/30/16	ADAPTER	12.92
			9/30/16	#588 CAPSULE	3.78
			10/04/16	AY PAWL ASA - #582	97.74
		CINTAS #451	9/27/16	WKLY MATS AND TOWELS	11.46
			10/04/16	WKLY MATS AND TOWELS	11.46
		TRUCK CENTERS, INC.	10/04/16	#582-BRKT, BUSH,ORNG,SEAL	86.98_
				TOTAL:	12,926.52
SANITATION ADMINISTRAT	SANITATION FUND	INTERNAL REVENUE SERVICE	9/30/16	SOCIAL SECURITY WITHHOLDIN	163.47
			9/30/16	MEDICARE WITHHOLDING	38.17
		KANSAS PUBLIC EMPLOYEES	9/30/16	KPERS #1	138.22
			9/30/16	KPERS #2	56.90
			9/30/16	KPERS #3	43.31
			9/30/16	KPERS RETIRED	3.60
		INCODE	10/01/16	Web - Utilities Inquiry -	106.66
			9/14/16	Incode 10 Software - 5%	312.50
			9/21/16	Incode 10 Software - 5%	64.07_
				TOTAL:	926.90
EMPLOYEE BENEFITS	EMPLOYEE BENEFITS	FREEDOM CLAIMS MGT.INC CLAIMS ACCOUNT	9/30/16	CLAIMS WK OF 093016	1,690.24_
				TOTAL:	1,690.24
SUNDOWN SALUTE	SUNDOWN SALUTE	SUNDOWN SALUTE INC	10/10/16	SEPT 2016-WATER BILL DONAT	436.00_
				TOTAL:	436.00
NON-DEPARTMENTAL	DRUG & ALCOHOL ABU	INTERNAL REVENUE SERVICE	9/30/16	FEDERAL WITHHOLDING	227.85
			9/30/16	MEDICARE WITHHOLDING	32.57
		JCPOA	9/30/16	JCPOA	20.00
		KANSAS DEPT OF REVENUE	9/30/16	STATE WITHHOLDING	70.79
		KANSAS PUBLIC EMPLOYEES	9/30/16	KP&F	160.61_
				TOTAL:	511.82
DRUG & ALCOHOL ABUSE	DRUG & ALCOHOL ABU	INTERNAL REVENUE SERVICE	9/30/16	MEDICARE WITHHOLDING	32.57
		KANSAS PUBLIC EMPLOYEES	9/30/16	KP&F	458.69_
				TOTAL:	491.26
NON-DEPARTMENTAL	SPECIAL LE TRUST F	INTERNAL REVENUE SERVICE	9/30/16	FEDERAL WITHHOLDING	41.73
			9/30/16	SOCIAL SECURITY WITHHOLDIN	37.05
			9/30/16	MEDICARE WITHHOLDING	8.67
		GREAT WEST FINANCIAL	9/30/16	GREAT WEST FINANCIAL	25.00
		KANSAS DEPT OF REVENUE	9/30/16	STATE WITHHOLDING	14.22
		KANSAS PUBLIC EMPLOYEES	9/30/16	KPERS #1	35.83_
				TOTAL:	162.50
SPECIAL LAW ENFORCEMEN	SPECIAL LE TRUST F	INTERNAL REVENUE SERVICE	9/30/16	SOCIAL SECURITY WITHHOLDIN	37.04
			9/30/16	MEDICARE WITHHOLDING	8.66
		VERIZON WIRELESS	10/04/16	DTF CELL SEP 2016	259.73
		CATHY FAHEY	10/03/16	SEPTEMBER 2016 MILEAGE	27.54
		WILLGRATTEN PUBLICATIONS LLC	10/06/16	16CV283 PUBLICATION NOTICE	143.98
		CHIEF SUPPLY	10/10/16	RIOT GEAR	10,118.80

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT_
		GEARY COUNTY SHERIFF	10/03/16	BREACH POINT TRAINING 1/3	775.66
		GROSS WRECKER SERVICE	10/06/16	44274 TOWING FEES #09-1379	60.00
			10/06/16	46131 TOWING FEES #10-0249	60.00
			10/06/16	52191 TOWING FEES #12-0951	65.00
			10/06/16	52800 TOWING FEES #12-0951	55.00
		KANSAS PUBLIC EMPLOYEES	9/30/16	KPERS #1	54.85
		LANNY WOLF'S BODY SHOP	10/06/16	14712 PAINT#208C	973.20
		NEX-TECH	10/10/16	DRUG TASK FORCE	4.95_
				TOTAL:	12,644.41

===== FUND TOTALS =====

001	GENERAL FUND	346,261.95
002	GRANTS	659,195.73
014	WATER FUND	20,714.30
015	SEWER FUND	18,443.88
018	STORM WATER	13,682.06
022	SPECIAL HIGHWAY FUND	29,902.11
023	SANITATION FUND	17,223.59
035	EMPLOYEE BENEFITS FUND	1,690.24
046	SUNDOWN SALUTE	436.00
047	DRUG & ALCOHOL ABUSE FUND	1,003.08
050	SPECIAL LE TRUST FUND	12,806.91

GRAND TOTAL: 1,121,359.85

TOTAL PAGES: 18

SELECTION CRITERIA

SELECTION OPTIONS

VENDOR SET: 01-CITY OF JUNCTION CITY, KS
VENDOR: All
CLASSIFICATION: All
BANK CODE: All
ITEM DATE: 0/00/0000 THRU 99/99/9999
ITEM AMOUNT: 99,999,999.00CR THRU 99,999,999.00
GL POST DATE: 0/00/0000 THRU 99/99/9999
CHECK DATE: 9/28/2016 THRU 10/11/2016

PAYROLL SELECTION

PAYROLL EXPENSES: NO
CHECK DATE: 0/00/0000 THRU 99/99/9999

PRINT OPTIONS

PRINT DATE: GL Post Date
SEQUENCE: By Department
DESCRIPTION: Distribution
GL ACCTS: NO
REPORT TITLE: APPROPRIATIONS---SEPT 28 2016-OCT 11 2016-CS
SIGNATURE LINES: 0

PACKET OPTIONS

INCLUDE REFUNDS: YES
INCLUDE OPEN ITEM:NO

COMPANY: 999 - POOLED CASH FUND
ACCOUNT: 1-00-00-0101 POOLED CASH MASTER
TYPE: Bank Draft, Check
STATUS: All
FOLIO: All

CHECK DATE: 9/28/2016 THRU 10/11/2016
CLEAR DATE: 0/00/0000 THRU 99/99/9999
STATEMENT: 0/00/0000 THRU 99/99/9999
VOIDED DATE: 0/00/0000 THRU 99/99/9999
AMOUNT: 0.00 THRU 999,999,999.99
CHECK NUMBER: 000000 THRU 999999

ACCOUNT	--DATE--	--TYPE--	NUMBER	-----DESCRIPTION-----	----AMOUNT----	STATUS	FOLIO	CLEAR DATE
BANK DRAFT:								
1-00-00-0101	9/30/2016	BANK-DRAFT	000157	INTERNAL REVENUE SERVICE	67,102.38CR	OUTSTND	A	0/00/0000
1-00-00-0101	9/30/2016	BANK-DRAFT	000158	GREAT WEST FINANCIAL	5,254.39CR	OUTSTND	A	0/00/0000
1-00-00-0101	9/30/2016	BANK-DRAFT	000159	KANSAS DEPT OF REVENUE	11,977.70CR	OUTSTND	A	0/00/0000
1-00-00-0101	9/30/2016	BANK-DRAFT	000160	KANSAS PUBLIC EMPLOYEES	80,496.42CR	OUTSTND	A	0/00/0000
CHECK:								
1-00-00-0101	9/28/2016	CHECK	260077	CLASS C SOLUTIONS GROUP	1,714.26CR	OUTSTND	A	0/00/0000
1-00-00-0101	9/30/2016	CHECK	260078	U.S. DEPARTMENT OF EDUCATION	134.12CR	OUTSTND	A	0/00/0000
1-00-00-0101	9/30/2016	CHECK	260079	CARVER & BLANTON SHEA	407.07CR	OUTSTND	A	0/00/0000
1-00-00-0101	9/30/2016	CHECK	260080	KANSAS PAYMENT CENTER	1,368.03CR	OUTSTND	A	0/00/0000
1-00-00-0101	9/30/2016	CHECK	260081	JAY W. VANDER VELDE	48.73CR	OUTSTND	A	0/00/0000
1-00-00-0101	9/30/2016	CHECK	260082	W H GRIFFIN, TRUSTEE	729.23CR	OUTSTND	A	0/00/0000
1-00-00-0101	9/30/2016	CHECK	260083	H KENT HOLLINS	193.28CR	OUTSTND	A	0/00/0000
1-00-00-0101	9/30/2016	CHECK	260084	ACCOUNT RECOVERY SPECIALISTS,	25.00CR	OUTSTND	A	0/00/0000
1-00-00-0101	9/30/2016	CHECK	260085	MICHAEL BERN ADE	224.54CR	OUTSTND	A	0/00/0000
1-00-00-0101	9/30/2016	CHECK	260086	NC CHILD SUPPORT CENTRALIZED C	207.69CR	OUTSTND	A	0/00/0000
1-00-00-0101	10/05/2016	CHECK	260087	VERIZON WIRELESS	4,000.25CR	OUTSTND	A	0/00/0000
1-00-00-0101	10/11/2016	CHECK	260088	AIR FILTER PLUS INC	368.64CR	OUTSTND	A	0/00/0000
1-00-00-0101	10/11/2016	CHECK	260089	BAYER CONSTRUCTION CO.	2,886.44CR	OUTSTND	A	0/00/0000
1-00-00-0101	10/11/2016	CHECK	260090	BD4 DISTRIBUTING, INC.	100.90CR	OUTSTND	A	0/00/0000
1-00-00-0101	10/11/2016	CHECK	260091	JOHN BERNSTEIN	75.00CR	OUTSTND	A	0/00/0000
1-00-00-0101	10/11/2016	CHECK	260092	BRIANNE LEIMBACH	35.00CR	OUTSTND	A	0/00/0000
1-00-00-0101	10/11/2016	CHECK	260093	C & M LAWN SERVICES	8,605.55CR	OUTSTND	A	0/00/0000
1-00-00-0101	10/11/2016	CHECK	260094	CENTRAL POWER SYSTEMS & SERVIC	9,700.70CR	OUTSTND	A	0/00/0000
1-00-00-0101	10/11/2016	CHECK	260095	CENTURY BUSINESS TECHNOLOGIES	315.00CR	OUTSTND	A	0/00/0000
1-00-00-0101	10/11/2016	CHECK	260096	CENTURYLINK COMMUNICATION, INC	2,174.90CR	OUTSTND	A	0/00/0000
1-00-00-0101	10/11/2016	CHECK	260097	CHAMBER OF COMMERCE	36.00CR	OUTSTND	A	0/00/0000
1-00-00-0101	10/11/2016	CHECK	260098	CHIEF SUPPLY	10,118.80CR	OUTSTND	A	0/00/0000
1-00-00-0101	10/11/2016	CHECK	260099	CINTAS #451	594.98CR	OUTSTND	A	0/00/0000
1-00-00-0101	10/11/2016	CHECK	260100	CLARK & PLATT, CHTD.	750.00CR	OUTSTND	A	0/00/0000
1-00-00-0101	10/11/2016	CHECK	260101	COX BUSINESS SERVICES	9,258.83CR	OUTSTND	A	0/00/0000
1-00-00-0101	10/11/2016	CHECK	260102	DAVE'S ELECTRIC, INC.	659.58CR	OUTSTND	A	0/00/0000
1-00-00-0101	10/11/2016	CHECK	260103	JOSHUA DOUGLASS	2,500.00CR	OUTSTND	A	0/00/0000
1-00-00-0101	10/11/2016	CHECK	260104	DRY CLEAN CITY #1	669.06CR	OUTSTND	A	0/00/0000
1-00-00-0101	10/11/2016	CHECK	260105	F & R SERVICES	18,225.22CR	OUTSTND	A	0/00/0000
1-00-00-0101	10/11/2016	CHECK	260106	CATHY FAHEY	27.54CR	OUTSTND	A	0/00/0000
1-00-00-0101	10/11/2016	CHECK	260107	FISHER, PATTERSON, SAYLER & SM	1,618.70CR	OUTSTND	A	0/00/0000
1-00-00-0101	10/11/2016	CHECK	260108	FLINT HILLS BEVERAGE LLC	197.69CR	OUTSTND	A	0/00/0000
1-00-00-0101	10/11/2016	CHECK	260109	GADES SALES CO.	2,703.13CR	OUTSTND	A	0/00/0000
1-00-00-0101	10/11/2016	CHECK	260110	GAME TIME ATHLETICS	32.95CR	OUTSTND	A	0/00/0000
1-00-00-0101	10/11/2016	CHECK	260111	GARAGE DOOR PLACE	100.00CR	OUTSTND	A	0/00/0000
1-00-00-0101	10/11/2016	CHECK	260112	GEARY COMMUNITY HOSPITAL	430.00CR	OUTSTND	A	0/00/0000
1-00-00-0101	10/11/2016	CHECK	260113	GEARY COUNTY RWD #4	50.66CR	OUTSTND	A	0/00/0000
1-00-00-0101	10/11/2016	CHECK	260114	GEARY COUNTY SHERIFF	34,751.66CR	OUTSTND	A	0/00/0000

COMPANY: 999 - POOLED CASH FUND
ACCOUNT: 1-00-00-0101 POOLED CASH MASTER
TYPE: Bank Draft, Check
STATUS: All
FOLIO: All

CHECK DATE: 9/28/2016 THRU 10/11/2016
CLEAR DATE: 0/00/0000 THRU 99/99/9999
STATEMENT: 0/00/0000 THRU 99/99/9999
VOIDED DATE: 0/00/0000 THRU 99/99/9999
AMOUNT: 0.00 THRU 999,999.99
CHECK NUMBER: 000000 THRU 999999

ACCOUNT	--DATE--	--TYPE--	NUMBER	-----DESCRIPTION-----	----AMOUNT----	STATUS	FOLIO	CLEAR DATE
CHECK:								
1-00-00-0101	10/11/2016	CHECK	260115	GOLF MAX	133.90CR	OUTSTND	A	0/00/0000
1-00-00-0101	10/11/2016	CHECK	260116	GROSS WRECKER SERVICE	724.00CR	OUTSTND	A	0/00/0000
1-00-00-0101	10/11/2016	CHECK	260117	HENRICKS GROUP, THE	106.00CR	OUTSTND	A	0/00/0000
1-00-00-0101	10/11/2016	CHECK	260118	INCODE	8,151.25CR	OUTSTND	A	0/00/0000
1-00-00-0101	10/11/2016	CHECK	260119	J & K CONTRACTING L.C.	153,769.50CR	OUTSTND	A	0/00/0000
1-00-00-0101	10/11/2016	CHECK	260120	KA-COMM	7,222.43CR	OUTSTND	A	0/00/0000
1-00-00-0101	10/11/2016	CHECK	260121	KANSAS GAS SERVICE	849.71CR	OUTSTND	A	0/00/0000
1-00-00-0101	10/11/2016	CHECK	260122	KANSAS LOGOS, INC	436.40CR	OUTSTND	A	0/00/0000
1-00-00-0101	10/11/2016	CHECK	260123	KANSAS ONE-CALL SYSTEMS, INC.	320.00CR	OUTSTND	A	0/00/0000
1-00-00-0101	10/11/2016	CHECK	260124	KANSAS RECREATION & PARKS	225.00CR	OUTSTND	A	0/00/0000
1-00-00-0101	10/11/2016	CHECK	260125	KAPPA DELTA	300.00CR	OUTSTND	A	0/00/0000
1-00-00-0101	10/11/2016	CHECK	260126	KAW VALLEY ENGINEERING, INC	86,257.12CR	OUTSTND	A	0/00/0000
1-00-00-0101	10/11/2016	CHECK	260127	KEY OFFICE PRODUCTS	2,142.81CR	OUTSTND	A	0/00/0000
1-00-00-0101	10/11/2016	CHECK	260128	LANNY WOLF'S BODY SHOP	973.20CR	OUTSTND	A	0/00/0000
1-00-00-0101	10/11/2016	CHECK	260129	LATHROP & GAGE LLP	14,730.69CR	OUTSTND	A	0/00/0000
1-00-00-0101	10/11/2016	CHECK	260130	LOCHNER	2,317.73CR	OUTSTND	A	0/00/0000
1-00-00-0101	10/11/2016	CHECK	260131	LORMAN EDUCATION SERVICES	87.43CR	OUTSTND	A	0/00/0000
1-00-00-0101	10/11/2016	CHECK	260132	MASSCO	319.42CR	OUTSTND	A	0/00/0000
1-00-00-0101	10/11/2016	CHECK	260133	MCKIM, JENNIFER J.	76.28CR	OUTSTND	A	0/00/0000
1-00-00-0101	10/11/2016	CHECK	260134	MID AMERICAN RESEARCH CHEMICAL	1,317.71CR	OUTSTND	A	0/00/0000
1-00-00-0101	10/11/2016	CHECK	260135	MIDWEST CONCRETE MATERIALS	544.50CR	OUTSTND	A	0/00/0000
1-00-00-0101	10/11/2016	CHECK	260136	MOORE MEDICAL LLC	1,890.33CR	OUTSTND	A	0/00/0000
1-00-00-0101	10/11/2016	CHECK	260137	MUNICIPAL SUPPLY, INC. OF NEBR	2,183.06CR	OUTSTND	A	0/00/0000
1-00-00-0101	10/11/2016	CHECK	260138	NAPA AUTO PARTS OF J.C.	240.78CR	OUTSTND	A	0/00/0000
1-00-00-0101	10/11/2016	CHECK	260139	NEKOLOCKS	42.00CR	OUTSTND	A	0/00/0000
1-00-00-0101	10/11/2016	CHECK	260140	NETWORK COMPUTING SOLUTIONS, L	17.24CR	OUTSTND	A	0/00/0000
1-00-00-0101	10/11/2016	CHECK	260141	NEX-TECH	26.00CR	OUTSTND	A	0/00/0000
1-00-00-0101	10/11/2016	CHECK	260142	NOWAK CONSTRUCTION	412,467.37CR	OUTSTND	A	0/00/0000
1-00-00-0101	10/11/2016	CHECK	260143	OMNI BILLING	5,504.68CR	OUTSTND	A	0/00/0000
1-00-00-0101	10/11/2016	CHECK	260144	OPEN DOOR COMM. HOUSE	4,561.73CR	OUTSTND	A	0/00/0000
1-00-00-0101	10/11/2016	CHECK	260145	PAYNE & JONES CHARTERED	437.50CR	OUTSTND	A	0/00/0000
1-00-00-0101	10/11/2016	CHECK	260146	PING	557.40CR	OUTSTND	A	0/00/0000
1-00-00-0101	10/11/2016	CHECK	260147	QUANTICO TACTICAL	4,662.84CR	OUTSTND	A	0/00/0000
1-00-00-0101	10/11/2016	CHECK	260148	R & R PRODUCTS CO.	82.23CR	OUTSTND	A	0/00/0000
1-00-00-0101	10/11/2016	CHECK	260149	ROTHWELL LANDSCAPE INC	365.44CR	OUTSTND	A	0/00/0000
1-00-00-0101	10/11/2016	CHECK	260150	SALINA BLUEPRINT & MICROGRAPHI	1,142.00CR	OUTSTND	A	0/00/0000
1-00-00-0101	10/11/2016	CHECK	260151	SALINA SUPPLY COMPANY	1,150.20CR	OUTSTND	A	0/00/0000
1-00-00-0101	10/11/2016	CHECK	260152	SECRETARY OF STATE	25.00CR	OUTSTND	A	0/00/0000
1-00-00-0101	10/11/2016	CHECK	260153	SECURITY SOLUTIONS INC	65.00CR	OUTSTND	A	0/00/0000
1-00-00-0101	10/11/2016	CHECK	260154	SNACK EXPRESS	493.05CR	OUTSTND	A	0/00/0000
1-00-00-0101	10/11/2016	CHECK	260155	STAPLES ADVANTAGE	739.93CR	OUTSTND	A	0/00/0000
1-00-00-0101	10/11/2016	CHECK	260156	STRUKELE ELECTRIC INC	47,309.38CR	OUTSTND	A	0/00/0000
1-00-00-0101	10/11/2016	CHECK	260157	SUMMIT TRUCK GROUP	4,710.27CR	OUTSTND	A	0/00/0000
1-00-00-0101	10/11/2016	CHECK	260158	SUNDOWN SALUTE INC	436.00CR	OUTSTND	A	0/00/0000

COMPANY: 999 - POOLED CASH FUND
 ACCOUNT: 1-00-00-0101 POOLED CASH MASTER
 TYPE: Bank Draft, Check
 STATUS: All
 FOLIO: All

CHECK DATE: 9/28/2016 THRU 10/11/2016
 CLEAR DATE: 0/00/0000 THRU 99/99/9999
 STATEMENT: 0/00/0000 THRU 99/99/9999
 VOIDED DATE: 0/00/0000 THRU 99/99/9999
 AMOUNT: 0.00 THRU 999,999,999.99
 CHECK NUMBER: 000000 THRU 999999

ACCOUNT	--DATE--	--TYPE--	NUMBER	-----DESCRIPTION-----	----AMOUNT----	STATUS	FOLIO	CLEAR DATE
CHECK:								
1-00-00-0101	10/11/2016	CHECK	260159	T.O.HAAS TIRES	27.12CR	OUTSTND	A	0/00/0000
1-00-00-0101	10/11/2016	CHECK	260160	THE PRINTERY	989.00CR	OUTSTND	A	0/00/0000
1-00-00-0101	10/11/2016	CHECK	260161	THERMAL COMFORT AIR, INC	963.80CR	OUTSTND	A	0/00/0000
1-00-00-0101	10/11/2016	CHECK	260162	TLC MOBILE SERVICES	450.00CR	OUTSTND	A	0/00/0000
1-00-00-0101	10/11/2016	CHECK	260163	TRUCK CENTERS, INC.	86.98CR	OUTSTND	A	0/00/0000
1-00-00-0101	10/11/2016	CHECK	260164	TURF DESIGN INC.	4,879.10CR	OUTSTND	A	0/00/0000
1-00-00-0101	10/11/2016	CHECK	260165	UNIVERSAL LUBRICANTS, LLC	1,719.75CR	OUTSTND	A	0/00/0000
1-00-00-0101	10/11/2016	CHECK	260166	UNIVERSITY OF KANSAS	120.00CR	OUTSTND	A	0/00/0000
1-00-00-0101	10/11/2016	CHECK	260167	US FOOD SERVICE	291.71CR	OUTSTND	A	0/00/0000
1-00-00-0101	10/11/2016	CHECK	260168	VAN WALL EQUIPMENT	414.04CR	OUTSTND	A	0/00/0000
1-00-00-0101	10/11/2016	CHECK	260169	VANDERBILTS	129.99CR	OUTSTND	A	0/00/0000
1-00-00-0101	10/11/2016	CHECK	260170	VICTOR L PHILLIPS CO	237.40CR	OUTSTND	A	0/00/0000
1-00-00-0101	10/11/2016	CHECK	260171	WATERS TRUE VALUE	36.73CR	OUTSTND	A	0/00/0000
1-00-00-0101	10/11/2016	CHECK	260172	WESTAR ENERGY	57,531.76CR	OUTSTND	A	0/00/0000
1-00-00-0101	10/11/2016	CHECK	260173	WILLGRATTEN PUBLICATIONS LLC	1,231.49CR	OUTSTND	A	0/00/0000
1-00-00-0101	10/11/2016	CHECK	260174	XEROX CORPORATION	177.39CR	OUTSTND	A	0/00/0000

TOTALS FOR ACCOUNT 1-00-00-

CHECK	TOTAL:	955,439.90CR
DEPOSIT	TOTAL:	0.00
INTEREST	TOTAL:	0.00
MISCELLANEOUS	TOTAL:	0.00
SERVICE CHARGE	TOTAL:	0.00
EFT	TOTAL:	0.00
BANK-DRAFT	TOTAL:	164,830.89CR

TOTALS FOR POOLED CASH FUND

CHECK	TOTAL:	955,439.90CR
DEPOSIT	TOTAL:	0.00
INTEREST	TOTAL:	0.00
MISCELLANEOUS	TOTAL:	0.00
SERVICE CHARGE	TOTAL:	0.00
EFT	TOTAL:	0.00
BANK-DRAFT	TOTAL:	164,830.89CR

Backup material for agenda item:

- b. Consideration of City Commission Special Minutes for October 7, 2016 Meeting.

CITY COMMISSION SPECIAL MINUTES

October 7, 2016

12:00p.m.

CALL TO ORDER

The special meeting of the Junction City Commission was held on Friday, October 7, 2016 with Mayor Mick McCallister presiding.

The following members of the Commission were present: Phyllis Fitzgerald, Pat Landes, Mick McCallister, Michael Ryan and Jim Sands. Staff present was: City Manager Dinkel and Assistant City Manager Beatty.

CONSENT AGENDA

Commissioner Landes moved, seconded by Commissioner Fitzgerald to approve the consent agenda as presented. Ayes: Fitzgerald, McCallister, Ryan, Landes and Sands. Nays: None. Motion carried.

- a. Consideration of Appropriation Ordinance A-19 dated-Sept 13th 2016-Sept 27th 2016 in the amount of \$1,378,200.37.
- b. Consideration of August 2016 ambulance contractual obligation adjustments and bad debt adjustments.
- c. Consideration of Payroll No.18, No.19 & No.20 for the Month of September.
- d. Consideration of City Commission Minutes for September 20, 2016 Meeting.
- e. Consideration of the 2016 Edward Byrne Memorial Justice Assistance Grant in the amount of \$16,358.
- f. Consideration of the Special Event Permit application for Benjamin's Circus to have a circus from October 8 – October 9, 2016 at the National Guard Armory located at 500 Airport Road.

ADJOURNMENT

Commissioner Landes moved, seconded by Commissioner Sands to adjourn at 12:04 p.m. Ayes: Fitzgerald, Landes, McCallister, Ryan and Sands. Nays: None. Motion carried.

APPROVED AND ACCEPTED THIS 18TH DAY OF OCTOBER AS THE OFFICIAL COPY OF THE JUNCTION CITY COMMISSION MINUTES FOR OCTOBER 7, 2016.

Shawna Settles, City Clerk

Mick McCallister, Mayor

Backup material for agenda item:

- c. Consider the request of the Junction City Arts Council for street closure, arts and crafts vendors and sale of alcohol for Junction City Arts Council German Christmas Market in Heritage Park on Friday, November 25, 2016.

City of Junction City

City Commission

Agenda Memo

10-18-16

From: Keith Fitzgerald, Captain of Operations
To: Allen Dinkel, City Manager
Subject: Street closing request for Junction City Arts Council German Christmas Market

Objective: The Junction City Arts Council requests the closure of streets, a waiver of the Noise Ordinance, a waiver of the Resident, Transient and Itinerant Peddler Ordinance and to sell alcohol for the Junction City Arts Council German Christmas Market on Friday, November 25, 2016 in Heritage Park.

Explanation of Issue: The Junction City Arts Council is hosting a German Christmas Market in Heritage Park on November 25, 2016 from 12:00 noon to 10:00 pm. The event will include arts and crafts vendors and musicians. The event will be held in conjunction with KJCK Radio's annual Christmas Parade and the City of Junction City Christmas Lighting Ceremony. Vendors will accommodate the City of Junction City Christmas Lighting Ceremony held in Heritage Park.

They are requesting the following:

- 1) Request is made to close the following streets on Friday, November 25, 2016 from 8:00 am until 10:00 pm.
 - a) 100 block of West 5th Street
 - b) 500 block of North Jefferson Street
- 2) Resident, Transient and Itinerant Peddler Ordinance – Request that arts and craft vendors be allowed to set up and sell their products in Heritage Park. This waiver would apply only to those vendors registered with or approved by the Junction City Arts Council.
- 3) Waiver of the Noise Ordinance for November 25, 2016
- 4) Request is made to sell Gluhewein (Mulled wine). The Junction City Arts Council will procure the Gluehwein from a wholesale licensed vendor.

Budget Impact: There is no impact on the budget.

Alternatives: The Commission may approve, deny or modify the request.

Special Considerations: There are no special considerations.

Recommendation: Staff recommends approval of the closure of streets, waiver of the Noise Ordinance, waiver of the Resident, Transient and Itinerant Peddler Ordinance and the

sale of alcohol for the Junction City Arts Council German Christmas Market in Heritage Park.

Suggested Motion: Move to approve the closure of streets, waiver of the Noise Ordinance, waiver of the Resident, Transient and Itinerant Peddler Ordinance and the sale of alcohol for the Junction City Arts Council German Christmas Market in Heritage Park.

Enclosures:

PLAN Junction City Arts Council German Christmas Market
LAYOUT/RESOLUTION Junction City Arts Council German Christmas Market
FLYER Junction City Arts Council German Christmas Market

11-2016

An aerial photograph of the University of Illinois at Urbana-Champaign campus. The image shows the central quad area, which is a large open space with many trees. In the center of the quad is a circular area labeled "Hartley Park". To the left of the quad is the Old Main building, a large, historic building with a prominent gabled roof. To the right of the quad is the Administration Building, a modern building with a distinctive circular design. The campus is surrounded by streets, including "W 6th St" at the top and "W 5th St" at the bottom. The image is in black and white and has a grainy, high-contrast appearance.

(DRAFT) PLAN FOR GERMAN CHRISTMAS MARKET 2016

The JCAC will coordinate with local businesses and artists to provide an authentic German Christmas Market at Heritage Park on **25 November 2016**, from [10:00] to [20:00]

The intent of the Christmas Market is to promote arts, craftspeople, and artists in Junction City and the surrounding areas, garner visitors and interest from outside of the city and county, increase visibility of the arts and local artists, to raise funds for the Arts Council and local businesses (shops, hotels, restaurants), and to provide a family-friendly event that will help promote a unique cultural identity for Junction City. **The Arts council will be seeking permission to sell Gluhewein at this event.**

Concept of Operations: The Christmas Market will be conducted in five phases:

1. **Phase I** will be the planning phase, which includes coordinating with the rest of the Arts Council for consensus on times, dates, and services to be rendered as well as special events.
2. **Phase II** is the coordination phase, which consists of contacting local artists, volunteer teachers, vendors, and musicians (if available). During this phase corporate sponsorships will be sought, advertising will be arranged, as well as bringing together volunteers and assuring that all are briefed on their respective duties and responsibilities.
3. **Phase III** is the set-up phase, which will occur on the day of the festival.
4. **Phase IV** is the festival and all associated events.
5. **Phase V** will be the tear-down and clean up, followed by a peer review by the Arts Council.

The festival will be held in cooperation with KICK radio and the city's annual Christmas Parade (from the Junction City High School to Heritage Park). The lighting ceremony that is normally held at the end of the parade at the park will be accommodated for by the vendors.

Individual and Group Tasks (subject to change):

- xxxx: Plan initiation and general oversight
- xxxx: Coordinate for entertainment.
- xxxx: Contact and procure vendors and crafters.
- xxxx: procure resources.
- xxxx: create a print advertisement and web presence.

JCAC Board Members: More tasks will be assigned as the planning phase continues.

Coordinating instructions:

Projected timeline:

- 1 Sep: Finalized activities list sent to board for approval as required (email)
- 15 Oct: Contacted artists lists with current responses
 - Contacted volunteer list with current responses
- 1 Nov: all necessary resources collected or arranged
- 28 Nov: (08:00 AM): set up begins
 - (10:00): start of festival
 - (approx. 18:30): Lights out
 - (approx. 18:45): Lighting Ceremony at Heritage Park
 - (20:00): end of festival

(DRAFT) PLAN FOR GERMAN CHRISTMAS MARKET 2016

(21:00): clean up complete

On the day of the festival all JCAC personnel will wear a distinctive badge/button or shirt.

Activities:

Crafts displays

Food/snack vendors

School Orchestra/local bands

Singers

ADVERTISING:

Brochures will be sent to Arts Councils in the surrounding areas, to include Salina, Topeka, Abilene, and Manhattan. Radio advertising will be conducted as funds allow. Coordination will be made with Dewey Terrell to perform on his morning show. Newspaper advertising will be made using public service announcements, as well as radio advertising (if possible). Coordination will be made with the following organizations in order to get this event on their calendars (per their permission, of course): CVB, Chamber of Commerce, American Legion, Junction City, Geary County Historical Society, various clubs and organizations in town (Optimist's club, Rotary Club, Kiwanis, Civic Club), and the Junction City Schools.

Fees and income:

Vendors will pay a \$25.00 fee to offset advertising and electricity costs. This event is for the economic benefit of Junction City, and to widen awareness of the Arts Council and its goals. Further donations will be solicited from the vendors as they are able or willing to pay.

Projected revenue.

Sponsorships: \$500

Sales (arts council stand): \$200

Projected total revenue: \$700

Note: numbers are all approximate

Projected Costs:

Reserving Heritage Park bandstand: \$60

20+amp power for park: \$60

Advertising (radio): \$00-we have not received a noticeable return on our investments from earlier attempts.

Advertising (newspaper): \$00-we will publish public service announcements for this event. We have not received a noticeable return on our investments from earlier attempts.

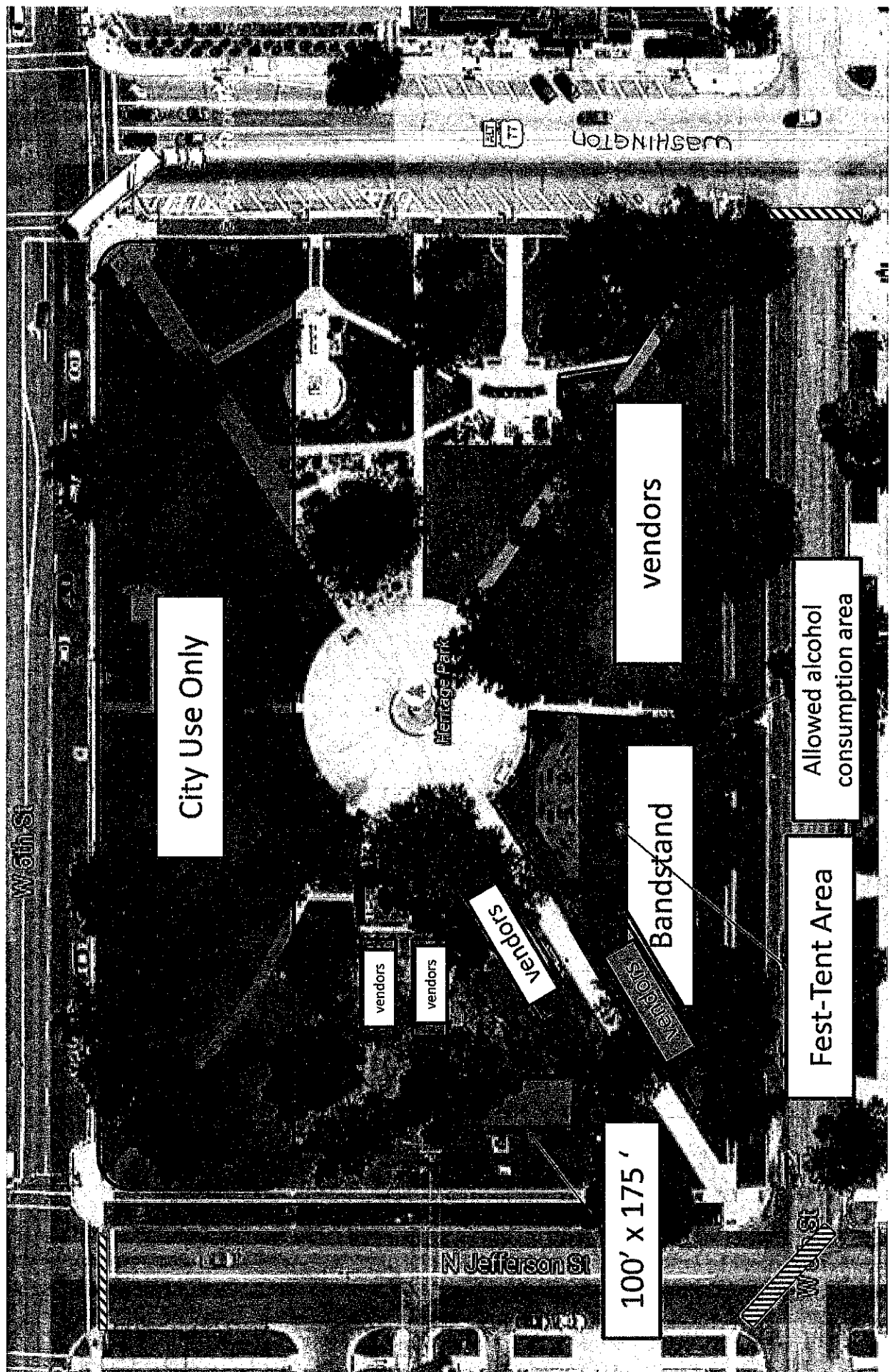
Advertising (brochures): \$ 200

Advertising (flyers and posters): \$100

Advertising (mailing fees): \$100

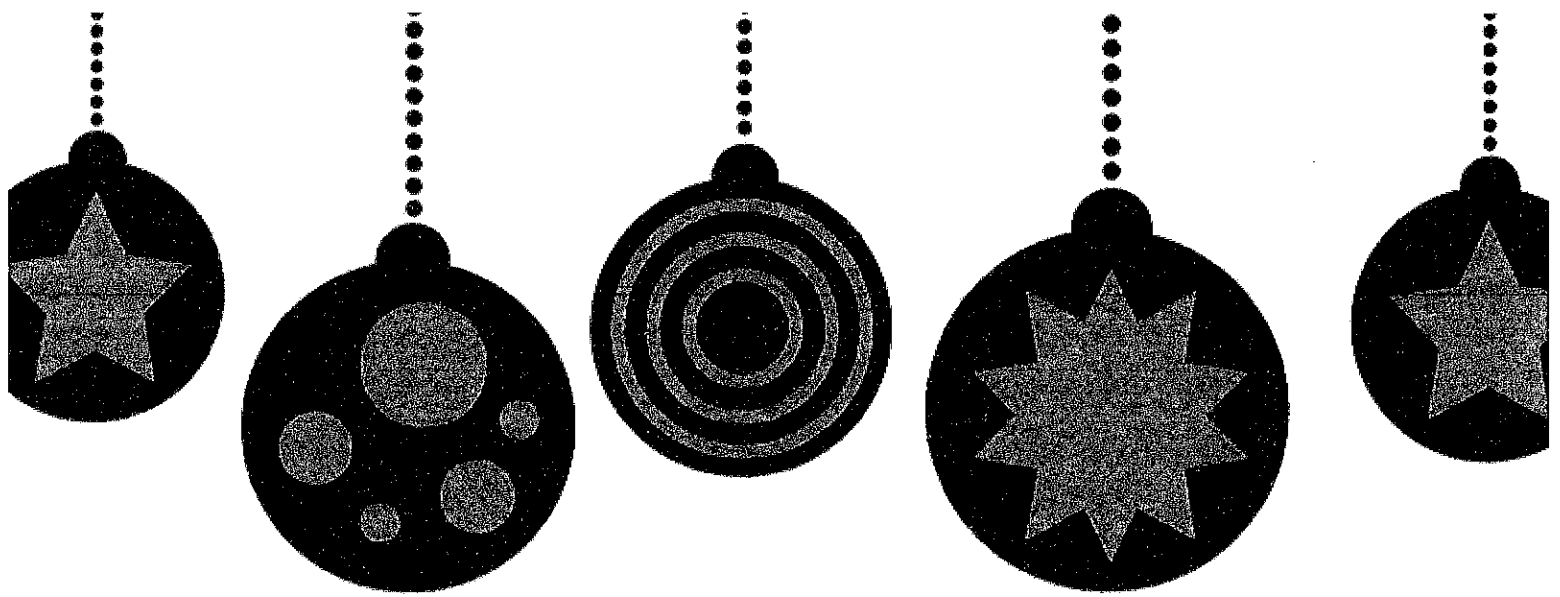
Projected total fees (not including basic supplies): \$520

Note: numbers are all approximate



request road closure
5th Street between Washington & Jefferson
Jefferson between 5th & 6th

Off-limits area (City use)



SAVE THE DATE

*German Christmas
Market 2016*

FRIDAY, NOVEMBER 25, 2016
HERITAGE PARK IN JUNCTION CITY KS
VENDOR SPACES: \$25 FOR 15X15 SPACE

CONTACT THE JUNCTION CITY ARTS COUNCIL



**FOR INFO: 785-762-2581
JCARTSCOUNCIL1@GMAIL.COM**

Backup material for agenda item:

- a. Presentation regarding building and renovation opportunities for Playground Park and the Skate Park within Bramlage Park by Joy Davis.

October 14, 2016

To: The Junction City Commissioners

Re: Playground Park and Bramlage Skate Park

Playground Park (5th Street) is in need of renovation, not only for safety reasons but also for updated play equipment to make it a more attractive playground. The goal of building a new playground is to improve the quality of life for our children and their families, but also because it would be an opportunity to showcase the park as a potential draw to Junction City.

While we were researching the needs of Playground Park, Ed Lazear made us aware of safety issues at the Bramlage Skate Park. We decided to include the skate park in the project.

To be clear we will be working on two projects. We will apply for grants and solicit donations for both parks.

We, Angie Greenwood, Teresa Bramlage, MaryCay Stauffer and myself, are optimistic that both parks can become high quality, beautiful parks. We are not asking for any funds from the City but rather just the Commissioners approval to move ahead with our endeavor.

Sincerely

Joy Davis

Backup material for agenda item:

- a. Consideration to Award the Taxable Lease Purchase Agreement Bid for Financing of EMS Ambulance Defibrillators and Accessory Equipment to Commerce Bank with an Interest Rate of 3.01%.

City of Junction City

City Commission - Agenda Memo

Meeting Date: October 11, 2016

From: Cheryl S. Beatty, Assistant Manager/Finance Director

To: City Commissioners and Allen Dinkel, City Manager

Subject: Award of Bid for Equipment Lease/Purchase Agreement

Objective: Award of bid and approval of a taxable, 5-year lease purchase agreement for financing of EMS ambulance defibrillators and accessory equipment. Amount to finance is \$138,223.58.

Explanation of Issue: The item was budgeted in the 2016 budget as a lease/purchase item. We went out for competitive bid for a taxable lease/purchase agreement. Request for bids were sent to 28 financial institutions including local banks, it was published in our local newspaper, and posted on the City website. Attached please find the results of the bid opening and tabulation.

	Bank Bidding	Interest Rate	Total Cost of Borrowing Funds
1.	KS State Bank Option 1	3.41%	\$13,457.72
2.	KS State Bank Option 2	3.74%	\$10,903.97
3.	Commerce Bank	2.91%	\$10,120.02 if closed by 11/11/16, financing 60 m
4.	Commerce Bank	3.01%	\$10,108.22 if closed by 12/11/16, financing 59 m

Budget Impact: This award of bid is 2016 budget neutral. We had budgeted to purchase these items in 2016 with the first lease/purchase payment due in the 2017 budget.

Recommendation: Staff recommends award of bid to the lowest cost bidder, Commerce Bank based on bid closing date as presented.

Alternatives: The City Commission may approve, modify, table or deny the award of this bid.

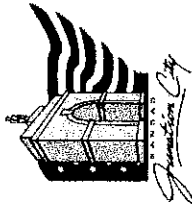
Suggested Motion: Commissioner _____ moves to approve the award of bid of a lease/purchase agreement with Commerce Bank as recommended by staff. Commissioner _____ seconded the motion.

Enclosure: Lease Purchase Agreement
Bid Tabulation

City of Junction City

City Clerk's Office

October 11, 2016



Administration

Closing Time: 11:00am

Taxable Lease/ Purchase Bid Opening

5 yr lease purchase

No.	Direct Solicited	Bidder	Local Vendor	Escrow	Early Payoff Penalty	Payments	Interest Rate	Bid Amount	Bid Rank
1.		Commerce Bank 1	No	N/A	No	14,834.84	2.91%	148,343.60	1
2.		Commerce Bank 2	No	250 ⁰⁰	No	14,833.18	3.01%	148,337.80	2
3.		State Bank 1	Yes	0 ⁰⁰	No	15,168.13	3.74%	151,681.30	4
4.		State Bank 2	Yes	0 ⁰⁰	No	29,825.51	3.41%	149,127.55	3
5.									
6.									
7.									
8.									
9.									
10.									

until 11/11/2016

until 12/11/2016



8000 Forsyth Boulevard
St. Louis, Missouri 63105-1797
(314) 746-3678

10/11/2016

Shawna Settles
City Clerk
The City of Junction City
P.O. Box 287
700 N. Jefferson Street, Room 201
Junction City, KS 66441

Dear Ms. Settles:

On behalf of Commerce Bank, we would like to offer the following lease-purchase proposal for your consideration:

Type of Financing:	A "taxable", State and Municipal Lease/ Purchase Agreement (the "Lease").
Lessor:	Commerce Bank
Lessee:	The City of Junction City, KS
Equipment:	One (1) New monitor/defibrillator and accessory equipment
Total Finance Amount:	\$138,223.58
Commencement Date:	On or about 08/11/2016
Base Term:	5 years (Actual 47 months)
Interest Rate:	Option 1: 2.91% fixed, rate locked until 11/11/2016 Option 2: 3.01% fixed, rate locked until 12/11/2016 <i>*Commerce Bank is not offering a 90 day rate lock. Rate locks contingent upon official award from City by 10/20/16</i>
Payment Amount:	Option 1: \$14,834.36, 10 Payments (1 st payment due 02/01/2017) <i>*Payment amount based upon an 11/11/2016 closing date.</i> Option 2: \$14,833.18, 10 payments (1 st payment due 02/01/2017) <i>*Payment amount based upon a 12/11/2016 closing date.</i>
Payment Frequency:	Semiannual/Arrears <i>*The first payment is due 02/01/2017.</i>
Interest Rate Adjustment:	The above quoted interest rate is based on a spread over the Five (5) year Interest Rate Swap as quoted in the Federal Reserve Statistical Release H.15 (the "Index"). For Purposes of this proposal, the Five (5) Year interest rate swap as of 07/06/2016 is 0.95%.

In the event the transaction does not close by 09/11/2016, Lessor reserves the right, but has no obligation, to adjust the Interest Rate after 09/11/2016 based on changes in the Index between the Quote Date and the Commencement Date. The adjustment, if made, would preserve Lessor's original lease investment assumption on a nominal pre-tax yield basis.

Compound Period: Semiannual

Nominal Annual Rate: 2.910%

CASH FLOW DATA

Event	Date	Amount	Number	Period	End Date
1 Loan	11/11/2016	138,223.58	1		
2 Payment	2/1/2017	14,834.36	10	Semiannual	8/1/2021

AMORTIZATION SCHEDULE - Normal Amortization

	Date	Payment	Interest	Principal	Balance
Loan	11/11/2016				138,223.58
2016 Totals		0.00	0.00	0.00	
1	2/1/2017	14,834.36	903.64	13,930.72	124,292.86
2	8/1/2017	14,834.36	1,808.46	13,025.90	111,266.96
2017 Totals		29,668.72	2,712.10	26,956.62	
3	2/1/2018	14,834.36	1,618.93	13,215.43	98,051.53
4	8/1/2018	14,834.36	1,426.65	13,407.71	84,643.82
2018 Totals		29,668.72	3,045.58	26,623.14	
5	2/1/2019	14,834.36	1,231.57	13,602.79	71,041.03
6	8/1/2019	14,834.36	1,033.65	13,800.71	57,240.32
2019 Totals		29,668.72	2,265.22	27,403.50	
7	2/1/2020	14,834.36	832.85	14,001.51	43,238.81
8	8/1/2020	14,834.36	629.12	14,205.24	29,033.57
2020 Totals		29,668.72	1,461.97	28,206.75	
9	2/1/2021	14,834.36	422.44	14,411.92	14,621.65
10	8/1/2021	14,834.36	212.71	14,621.65	0.00
2021 Totals		29,668.72	635.15	29,033.57	
Grand Totals		148,343.60	10,120.02	138,223.58	

Last interest amount decreased by 0.04 due to rounding.

Compound Period: Semiannual

Nominal Annual Rate: 3.010%

CASH FLOW DATA

Event	Date	Amount	Number	Period	End Date
1 Loan	12/11/2016	138,223.58	1		
2 Payment	2/1/2017	14,833.18	10	Semiannual	8/1/2021

AMORTIZATION SCHEDULE - Normal Amortization

	Date	Payment	Interest	Principal	Balance
Loan	12/11/2016				138,223.58
2016 Totals		0.00	0.00	0.00	
1	2/1/2017	14,833.18	592.73	14,240.45	123,983.13
2	8/1/2017	14,833.18	1,865.95	12,967.23	111,015.90
2017 Totals		29,666.36	2,458.68	27,207.68	
3	2/1/2018	14,833.18	1,670.79	13,162.39	97,853.51
4	8/1/2018	14,833.18	1,472.70	13,360.48	84,493.03
2018 Totals		29,666.36	3,143.49	26,522.87	
5	2/1/2019	14,833.18	1,271.62	13,561.56	70,931.47
6	8/1/2019	14,833.18	1,067.52	13,765.66	57,165.81
2019 Totals		29,666.36	2,339.14	27,327.22	
7	2/1/2020	14,833.18	860.35	13,972.83	43,192.98
8	8/1/2020	14,833.18	650.05	14,183.13	29,009.85
2020 Totals		29,666.36	1,510.40	28,155.96	
9	2/1/2021	14,833.18	436.60	14,396.58	14,613.27
10	8/1/2021	14,833.18	219.91	14,613.27	0.00
2021 Totals		29,666.36	656.51	29,009.85	
Grand Totals		148,331.80	10,108.22	138,223.58	

Last interest amount decreased by 0.02 due to rounding.



8000 Forsyth Boulevard
St. Louis, Missouri 63105-1797
(314) 746-3678

10/11/2016

Shawna Settles
City Clerk
The City of Junction City
P.O. Box 287
700 N. Jefferson Street
Junction City, KS 66441

Re: Lease/Purchase Taxable Loan – Request for Proposal Project No. LP2016-2
Due: October 11, 2016 at 11:00 AM

Dear Ms. Settles:

Thank you for considering Commerce Bancshares, Inc. as your financial partner!

Statement of Qualifications

Commerce Bank operates as a super community bank offering an array of sophisticated financial products delivered with high quality and personal customer service.

Commerce Bank at a glance:

- Super-Community Bank in the industry for over 150 years
- \$24.6 Billion in assets
- 191 locations
- The majority of the Company's pre-tax profit is generated from nine key markets including: Kansas City, St. Louis, and Springfield, Missouri; Central Missouri; Central Illinois; Wichita, Kansas; Tulsa, and Oklahoma City, Oklahoma; and Denver, Colorado

Commerce Bank, Clayton Holdings, LLC and CBI Equipment Finance, Inc., its leasing division, have provided funding for governmental entities across the entire footprint of the Bank. The tax-exempt leasing portfolio is currently in excess of \$91 million. The Bank possesses the necessary capital, experience and product knowledge to meet and exceed the requirements necessary for the proposed transaction.

Please find enclosed our proposal and accompanying required documents. Below, as part of this letter, you will also find a brief biography of the principal parties involved in the closing of the lease with the City.

Frank D. Hill, Vice President, Tax-Exempt Leasing and Finance

Mr. Hill has been providing tax-exempt lease financing to State and Local Government entities for over 30 years. He currently serves on the Board of the AGLF-Association of Governmental Leasing and Finance and was the former Vice President, President and Chairman. Mr. Hill has provided funding to governmental clients in all 50 states for both real and personal property. Transactions have ranged in size from as small as \$5,000 to over \$100,000,000.00. Mr. Hill directs the tax-exempt leasing and finance product offering over the entire Bank footprint. Mr. Hill possesses the market knowledge and skill set necessary to provide the required funding to the City.

Ashley J. Stout, Government Finance Representative, Leasing and Finance

Ms. Stout works to facilitate and coordinate all governmental lease transactions for Municipal customers in the Bank's market area. She received a Bachelor's degree in Business Administration from Wichita State University and has over 10 years of experience in Banking. She specializes in handling customer service requests, with a particular emphasis in the lease process, data collection, proposal preparation, funding/closing and client/vendor relations. She works directly with the Bank's customers to develop financing structures specifically tailored to meet our customer's varied financial requirements.

Scott Jankowski, Senior Leasing Coordinator, Leasing and Finance

Mr. Jankowski has over 17 years of experience in the finance/banking industry with 15 of those years in the leasing sector and holds a BA in Finance from St. Louis University. He joined Commerce Bank in 1999 and joined the Leasing Department in 2001. Mr. Jankowski began his banking career with Commerce in the Credit Department as an underwriter/credit analyst. Upon his move to the Leasing Department, he is involved with all facets of the leasing process such as pricing, structuring, compliance, and customer service, in addition to tax and accounting issues specific to leasing.

Financial Information

Please find the Bank's Annual Report and Form 10-K to include the Bank's History and Financial information available on the Bank's website:

<http://www.commercebank.com/about/get-to-know-us/annual-reports.asp>

Current References:

Colorado State University Regents & Foundation Board of Governors
Ms. Julie H. Birdsall
CFO, Corporate Secretary & Treasurer
Colorado State University
203C Administration Building
Fort Collins , CO 80523
Ph (970) 491-2933

City of Garden City
Ms. Melinda Hitz CPA, CGMA
Finance Director
P.O Box 998
Garden City, KS 67846
Ph (620) 276-1100

City of Manhattan, KS
Ms. Rina Neal
City Controller
1101 Poyntz Ave.
Manhattan, KS 66502
Ph (785) 587-2417

Commerce Bank intends to hold the lease until maturity. Our proposal is subject to final documents acceptable to both parties.

Please do not hesitate to contact me with any questions or clarifications regarding our response to this RFP.

Thank you again for your consideration.

Kind Regards,

A handwritten signature in black ink, appearing to read "Frank Hill", with a large, stylized "H" and a flourish at the end.

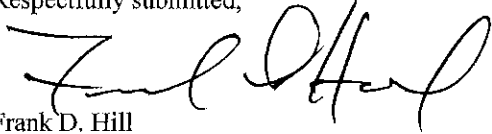
Frank D. Hill
Senior Vice President
Tax-Exempt Leasing & Finance - Commerce Bank
727 Poyntz Ave
Manhattan, KS 66503
785-587-1541
Frank.Hill@commercebank.com

Documentation:	Shall be provided by Lessor. Funding of the Lease is contingent, in part; upon receipt and review by Lessor of executed Lease documentation in form acceptable to Lessor.
Early purchase Option:	In the event Lessee desires to prepay this lease, they may do so in whole, but not in part at a premium of the then current outstanding principal balance, calculated as follows; 3% in year (1), 2% in year (2), and 1% in each year thereafter until maturity. Provided however, that the Lessee is using internally generated funds to prepay the lease, the prepayment penalty would be waived and there would be no prepayment penalty on the agreement.
Titles/Liens:	Lessor shall have a perfected security interest in the Equipment.
Non-appropriation:	The Lease shall provide for Lessee to terminate the agreement at the end of any fiscal period if insufficient funds are available to make the scheduled Rental Payments due in the following fiscal period.
Bank Qualified:	Not Applicable - the lease is "taxable". No 8038 will be filed.
Escrow:	Upon closing, funds shall be disbursed into an escrow account to be maintained by Commerce Trust as escrow agent. Upon final delivery and acceptance of all of the equipment, and receipt of Lessee's authorization to release funds, escrow agent shall disburse payment to the vendors. Terms, conditions, and procedures regarding escrow and escrow agreement are subject to mutual approval by Lessee and Lessor. It is intended that the interest earnings on un-disbursed funds shall accrue for the benefit of Lessee. An escrow account shall be established at Commerce Trust. There is a \$250.00 fee for the escrow account due at closing. This fee may be included in the amount to be financed or paid separately at closing. Commerce Trust does assess a cash management fee which is deducted from the Escrow Earnings.
Net Lease:	The lease shall be a net lease in all respects, and Lessee shall be responsible for all fees, charges, assessments or other costs and expenses of every nature whatsoever arising from the lease of the Equipment.
Not a Commitment:	The terms set forth herein reflect a proposed, preliminary structure and are subject to negotiation of mutually acceptable documentation. These terms are being provided to the Lessee with the understanding that neither the terms nor their substance shall constitute a definitive agreement or an exhaustive statement of all terms and conditions which may ultimately be included in a transaction among Lessee and Lessor. This is a proposal only and not a commitment to lend. Final approval and funding of the transaction is based on final lease documentation acceptable to both Lessee and Lessor. Commerce Bank has obtained credit approval.

This proposal is not intended to, and does not create, in any way, a legally binding or any other type of commitment or obligation on the part of Commerce Bank, or any of its/their subsidiaries, and/or any of its/their employees. Information regarding this proposal, including the financial statements of Lessee necessary to complete the credit process, may be provided to third party funding sources in either written or electronic format.

The representative shown below is "not" a Municipal advisor, financial advisor, agent or fiduciary to any person or entity. The Bank and its representatives are responding to an RFP issued by the Lessee. Lessee acknowledges that it is entitled to engage municipal advisory services should it elect to do so. Commerce Bank is acting for its own loan account; this communication consists solely of general information under which Commerce Bank may be willing to fund a loan. Thank you for the opportunity to offer this proposal. We appreciate your consideration and look forward to your favorable response. Should you have any questions, please do not hesitate to contact us.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Frank D. Hill", written in a cursive style.

Frank D. Hill

Senior Vice President

Tax Exempt-Leasing - Commerce Bank

Phone: 785-587-1541

frank.hill@commercebank.com



COMMERCE BANK

STATE & MUNICIPAL LEASE/PURCHASE AGREEMENT

Lease Number: 1000000-000

This State and Municipal Lease/Purchase Agreement (the "Lease") is made and entered into on this, the ____ day of _____, 20____ by and between Commerce Bank with offices at 8000 Forsyth Boulevard, Suite 510, St. Louis, Missouri 63105 (herein called the "Lessor"), and _____ with its principal address at _____, (herein called the "Lessee"), wherein it is agreed as follows:

1. **LEASE OF EQUIPMENT:** Lessee hereby requests Lessor to acquire the equipment described in Schedule A attached hereto and made a part hereof. Subject to the terms and conditions hereof, Lessor agrees to lease to Lessee and Lessee agrees to lease from Lessor the equipment described in Schedule A, with all replacement parts, repairs, additions and accessories incorporated therein or affixed thereto (herein collectively called the "Equipment").
2. **DELIVERY AND ACCEPTANCE:** Lessee agrees to order the Equipment from the supplier of such Equipment, but will not be liable for specific performance of this Lease or for damages if for any reason the supplier delays or fails to fill the order. Lessee will cause the Equipment to be delivered at the location specified in Schedule A (the "Equipment Location"). Lessee will pay all transportation and other costs, if any, incurred in connection with the delivery and installation of the Equipment. Any delay in such delivery will not affect the validity of this Lease. Lessee will accept the Equipment as soon as it has been delivered and is operational, or as soon as any manufacturer or vendor pre-acceptance test period has expired. Lessee will have no more than thirty (30) days from the date of delivery of the Equipment to accept such Equipment. In the event the Equipment is not accepted by Lessee within thirty (30) days from the date of its delivery, Lessor, at Lessor's sole option, will have the right to terminate this Lease. Lessee will evidence its acceptance of the Equipment by executing and delivering to Lessor a delivery and acceptance certificate in the form of Schedule B attached hereto and made a part hereof (the "Acceptance Certificate"). Lessee hereby authorizes the Lessor to add to this Lease and to any other description of the Equipment the serial number of each item of Equipment when available.
3. **TERM:** This Lease will become effective upon the execution hereof by Lessee and Lessor. The initial term of this Lease will commence on the earlier of the date Lessee executes the Acceptance Certificate or the date funds sufficient to purchase the Equipment are deposited with a bank or trust company in an escrow fund (the "Start Date") and will extend through the end of Lessee's fiscal year containing the Start Date. Unless earlier terminated as expressly provided for in this Lease, the term of this Lease will be automatically renewed on a year-to-year basis for the number of annual fiscal periods necessary to comprise the lease term as set forth in Schedule C attached hereto and made a part hereof (the "Lease Term").
4. **RENT:** Lessee agrees to pay Lessor or any Assignee (as defined in Section 22 below), the rental payments for the Equipment as set forth in Schedule C (the "Rental Payments"). A portion of each Rental Payment is paid as and represents the payment of interest as set forth in Schedule C. The Rental Payments will be payable without notice or demand, at the office of Lessor (or such other place as Lessor or any Assignee may designate in writing, from time to time) and will commence on the Start Date or as otherwise set forth in Schedule C, and the remaining Rental Payments will be payable on the same day of each consecutive month or quarter or semiannual or annual period thereafter (as designated in Schedule C) for the duration of the Lease Term. Any notice, invoicing, purchase orders, quotations or other forms or procedures requested by Lessee in connection with payment will be fully explained and provided to Lessor or any Assignee sufficiently in advance of the payment due date for the completion thereof by Lessor or any Assignee prior to such payment date, but none of the foregoing will be a condition to Lessee's obligation to make any such payment. If Lessee fails to pay any monthly rental payment or any other sums under the Lease within ten (10) days when the same becomes due, Lessee shall pay to Lessor (in addition to and not in lieu of other rights of Lessor) a late charge equal to the greater of five (5%) percent of such delinquent amount or Twenty-Five Dollars (\$25.00), but in any event not more than the maximum permitted by law. Such late charge shall be payable by Lessee upon demand by Lessor and shall be deemed rent hereunder. Lessee acknowledges and agrees that the late charge (i) does not constitute interest, (ii) is an estimate of the costs Lessor will incur as a result of the late payment and (iii) is reasonable in amount. Lessor and Lessee understand and intend that the obligation of Lessee to pay Rental Payments hereunder will constitute a current expense of Lessee and will not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by Lessee. EXCEPT AS SPECIFICALLY PROVIDED IN SECTION 8 HEREOF, THE RENTAL PAYMENTS SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS AND WILL NOT BE SUBJECT TO ANY SETOFF, DEFENSE, COUNTERCLAIM, ABATEMENT OR RECOUPMENT FOR ANY REASON WHATSOEVER.
5. **AUTHORITY AND AUTHORIZATION:** Lessee represents, warrants and covenants that (a) it will do or cause to be done all things necessary to preserve and keep in full force and effect (i) its existence, and (ii) subject to Section 8 hereof, the Lease; (b) it has complied with all bidding and budgeting requirements where necessary and by due notification has presented this Lease for approval and adoption as a valid obligation on its part and that all requirements have been met and procedures have been followed to ensure the enforceability of the Lease; (c) it has sufficient appropriations or other funds available to pay all amounts due hereunder for the current fiscal year period; (d) no event has occurred and no condition exists which, upon the execution of this Lease or with notice or the passage of time or both, would constitute a default under any debt, revenue or purchase obligation which it has issued or to which it is a party (the "Obligation") nor has it been in default under any Obligation at any time during the past five (5) years, and (e) no lease, rental agreement or contract for purchase, to which Lessee has been a party, at any time during the past five (5) years, has been terminated by Lessee as a result of insufficient funds being appropriated in any fiscal period.
6. **LESSEE CERTIFICATION:** Lessee warrants and covenants that (i) it is a state, or a political subdivision thereof, within the meaning of Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), and the related regulations and rulings thereunder; (ii) subject to Section 8 hereof, Lessee's obligation under this Lease constitutes an enforceable obligation issued by or on behalf of a state, or political subdivision thereof, (iii) this Lease represents a valid deferred payment obligation of Lessee for the amount herein set forth; (iv) Lessee has the legal capacity to enter

into this Lease and is not in contravention of any state, county, district, city or town statute, rule, regulation or other governmental provision; and (v) during the Lease Term, the Equipment will not be used in a trade or business of any other person or entity;

7. **APPROPRIATIONS AND ESSENTIAL USE:** Lessee reasonably believes that sufficient funds can be obtained to make all Rental Payments during the Lease Term. The responsible financial officer of Lessee will do all things lawfully within his or her power to obtain funds from which the Rental Payments, including any Rental Payments required by Section 4 hereof, may be made, including making provisions for such payments, to the extent necessary, in each proposed annual budget submitted for approval in accordance with applicable procedures of Lessee. Notwithstanding the foregoing, the decision whether or not to budget or appropriate funds or to extend this Lease for any subsequent annual fiscal period is solely within the discretion of the then current governing body of Lessee. It is Lessee's current intent to make the Rental Payments for the full Lease Term if funds are legally available therefore, and in that regard Lessee represents that (a) the use of the Equipment is essential to its proper, efficient, and economic functioning or to the services that it provides to its citizens; (b) Lessee has an immediate need for and expects to make immediate use of substantially all the Equipment, which need is not temporary or expected to diminish in the foreseeable future; and (c) the Equipment will be used by the Lessee only for the purpose of performing one or more of its governmental or proprietary functions consistent with the permissible scope of its authority.
8. **NONAPPROPRIATION OF FUNDS:** In the event no funds or insufficient funds are appropriated and budgeted or otherwise made available for Rental Payments, including any Rental Payments required by Section 4 hereof, for any fiscal period in which the Rental Payments for the Equipment are due under this Lease, then, without penalty, liability or expense to Lessee, this Lease will thereafter terminate and be rendered null and void on the last day of the fiscal period for which appropriations were made, except as to (i) the portions of the Rental Payments herein agreed upon for which funds have been appropriated and budgeted or are otherwise available and (ii) Lessee's other obligations and liabilities under this Lease relating to, accruing or arising prior to such termination. Lessee will, not less than sixty (60) days prior to the end of such applicable fiscal period, in writing, notify Lessor and any Assignee of such occurrence, but failure to give such notice will not prevent such termination. In the event of such termination, Lessee agrees to peaceably surrender possession of the Equipment to Lessor or its Assignee on the day of such termination, packed for shipment in accordance with manufacturer's specifications and eligible for manufacturer's maintenance, and freight prepaid and insured to any location in the continental United States designated by Lessor, all at Lessee's expense. Lessor or its Assignee may exercise all available legal and equitable rights and remedies in retaking possession of the Equipment.
9. **EXCLUSION OF WARRANTIES; LIMITATIONS OF LIABILITY; DISCLAIMER OF CONSEQUENTIAL DAMAGES:** LESSEE HAS SELECTED BOTH THE EQUIPMENT AND THE VENDOR(S) FROM WHOM LESSOR IS TO PURCHASE THE EQUIPMENT IN RELIANCE HEREON. LESSEE ACKNOWLEDGES AND AGREES THAT THE EQUIPMENT IS OF A SIZE, DESIGN AND CAPACITY SELECTED BY LESSEE, THAT LESSOR IS NOT A MANUFACTURER, VENDOR, DISTRIBUTOR OR LICENSOR OF SUCH EQUIPMENT, AND THAT LESSOR LEASES THE EQUIPMENT AS IS AND HAS NOT MADE, AND DOES NOT HEREBY MAKE, ANY REPRESENTATION, WARRANTY OR COVENANT, EXPRESS OR IMPLIED, WITH RESPECT TO THE MERCHANTABILITY, CONDITION, QUALITY, DURABILITY, DESIGN, OPERATION, FITNESS FOR USE, OR SUITABILITY OF THE EQUIPMENT IN ANY RESPECT WHATSOEVER OR IN CONNECTION WITH OR FOR THE PURPOSES AND USES OF LESSEE, OR ANY OTHER REPRESENTATION, WARRANTY OR COVENANT OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT THERETO INCLUDING ANY WARRANTIES OF TITLE OR AGAINST INFRINGEMENT OR ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR PRACTICE, ALL OF WHICH ARE SPECIFICALLY DISCLAIMED BY LESSOR AND IN NO EVENT SHALL LESSOR BE OBLIGATED OR LIABLE FOR ACTUAL, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF OR TO LESSEE OR ANY OTHER PERSON OR ENTITY ARISING OUT OF OR IN CONNECTION WITH THE EQUIPMENT, INCLUDING BUT NOT LIMITED TO THE SALE, LEASE, USE, PERFORMANCE OR MAINTENANCE OF THE EQUIPMENT, INCLUDING INTERRUPTION OF SERVICE, LOSS OF DATA, LOSS OF REVENUE OR PROFIT, LOSS OF TIME OR BUSINESS, OR ANY SIMILAR LOSS, EVEN IF ANY SUCH PERSON IS ADVISED IN ADVANCE OF THE POSSIBILITY OR CERTAINTY OF SUCH DAMAGES AND EVEN IF LESSEE ASSERTS OR ESTABLISHES A FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY PROVIDED IN THIS LEASE.
- Lessee acknowledges that neither the original vendor nor licensor of the Equipment (including the salespersons of any of them) is an agent of Lessor, nor are they authorized to waive or alter any terms of this Lease. Lessee hereby waives any claim (including any claim based on strict or absolute liability in tort) it might have against Lessor or any assignee of the Lessor for any loss, damage or expense caused by or with respect to the Equipment. Lessor hereby assigns to Lessee during the Lease Term, to the extent permitted by law, all manufacturer's warranties, if any, that it may have with respect to the Equipment, and Lessor authorizes Lessee to obtain the customary services furnished in connection with such warranties at Lessee's expense. Lessor authorizes Lessee, to the extent permitted by law, to enforce in its own name any warranty, representation or other claim enforceable against the manufacturer. Lessor assumes no responsibility for shipment, delivery, installation or maintenances, and all claims of Lessee with respect thereto, whether for delay, damage or otherwise, will be made against the manufacturer. Lessor, at its option, may provide in its purchase order that the manufacturer agrees that any of such claims may be made by Lessee directly against the manufacturer. The obligation of Lessee to pay the Rental Payments as defined in Section 4 will not be abated, impaired or reduced by reason of any claims of Lessee with respect to the Equipment, including but not limited to its condition, quality, workmanship, delivery, shipment, installation, defects or otherwise.
10. **TITLE, SECURITY INTEREST:** Title to the Equipment is deemed to be in Lessee so long as no Event of Default pursuant to section 19 below has occurred and/or this Lease has not been terminated pursuant to the provisions of Section 8 above. Upon the earlier of (i) termination of this Lease in accordance with Section 8 above or (ii) the occurrence of an Event of Default by Lessee pursuant to Section 19 below, title will immediately revert to Lessor free of any right, title or interest of Lessee unless Lessor elects otherwise. In order to secure all of Lessee's obligations hereunder, Lessee hereby (a) to the extent permitted by law, grants to Lessor a first and prior security interest in any and all rights, titles and interest of Lessee in the Lease, the Equipment and in all additions, attachments, accessions, accessories, replacements, improvements and substitutions thereto, now or hereafter acquired, together with all rents, issues, income, profits and proceeds thereof, including insurance proceeds; (b) agrees that financing statements evidencing such security interest may be filed; and (c) agrees to execute and deliver all certificates of title and other instruments necessary or appropriate to evidence and perfect such security interest. Lessee further agrees that the Uniform Commercial Code will apply as between the parties hereto and Assignees of Lessor.
11. **PERSONAL PROPERTY:** The Equipment is, and will remain, personal property and will not be deemed to be affixed or attached to real property or any building thereon. If requested by Lessor, Lessee will, at Lessee's expense, furnish to Lessor landlord or mortgagee waiver with respect to the Equipment.
12. **USE; REPAIRS:** Lessee will use the Equipment in a careful manner for the use contemplated by the manufacturer of the Equipment and will comply with all laws, ordinances, insurance policies and regulations relating to, and will pay all costs, claims, damages, fees and charges arising out of, its possession, use or maintenance. Lessee, at its sole costs and expense, will maintain the Equipment according to the manufacturer's recommended guidelines or the equivalent and meet any and all recertification requirements and will furnish proof of such maintenance, if

requested by Lessor and will furnish all needed servicing and parts, which parts will become part of the Equipment. If the Equipment is such as is customarily covered by a maintenance agreement, Lessee will furnish Lessor with a maintenance agreement with a party satisfactory to Lessor.

13. **ALTERATIONS:** Lessee will not make any alterations, additions or improvements to the Equipment without Lessor's prior written consent, and any permitted alteration or attachment which cannot be readily removed without damaging the Equipment's originally intended function or value will become part of the Equipment.
14. **LOCATION; INSPECTION:** The Equipment will not be removed from, or if the Equipment consists of rolling stock, its permanent base will not be changed from the Equipment Location without Lessor's prior written consent, which consent will not be unreasonably withheld. Lessor will be entitled to enter upon the Equipment Location or elsewhere during reasonable business hours to inspect the Equipment or observe its use and operations.
15. **LIENS AND TAXES:** Lessee will keep the Equipment free and clear of all levies, liens and encumbrances except those created under this Lease. Lessee will pay, when due, all charges and taxes (federal, state and local) which may now or hereafter be imposed upon the ownership, leasing, rental, sale, purchase, possession or use of the Equipment, excluding however, all taxes on or measured by Lessor's income. If Lessee fails to pay said charges and taxes when due, Lessor will have the right, but will not be obligated, to pay said charges and taxes. If Lessor pays any charges or taxes for which Lessee is responsible or liable under this Lease, Lessee will, upon demand, reimburse Lessor therefor.
16. **RISK OF LOSS; DAMAGE; DESTRUCTION:** Lessee assumes all risk of loss of or damage to the Equipment from any cause whatsoever, and no such loss of or damage to the Equipment will relieve Lessee of the obligation to make the Rental Payments or to perform any other obligation under this Lease. In the event of damage to any item of Equipment, Lessee will immediately place the same in good repair (the proceeds of any insurance recovery will be applied to the cost of such repair). If Lessor determines that any item of Equipment is lost, stolen, destroyed or damaged beyond repair, Lessee, at the option of Lessor, will (a) replace the same with like equipment in good repair; or (b) on the next Rental Payment date pay to Lessor (i) all amounts owed by Lessee under this Lease, including the Rental Payment due on such date, and (ii) an amount not less than the balance of the Rental Payments then remaining unpaid hereunder. In the event that Lessee is obligated to make such payment with respect to less than all of the Equipment, Lessor will provide Lessee with the pro rata amount of the Rental Payment and the balance of the Rental Payments then remaining unpaid hereunder, as applicable, to be made by Lessee with respect to the Equipment which has suffered the event of loss.
17. **INSURANCE:** Lessee will, at its expense, maintain at all times during the Lease Term (a) fire and extended coverage, public liability and property damage insurance with respect to the Equipment in such amounts, covering such risks, and with such insurers as will be satisfactory to Lessor. In no event will the insurance limits be less than the greater of (i) an amount equal to the balance of the Rental Payments then remaining for the Lease Term or (ii) any minimum required by any co-insurance provisions of such insurance, (b) liability insurance that protects Lessor from liability in all events in form and amount satisfactory to Lessor, and (c) workers' compensation coverage as required by the laws of the state in which Lessee is located. Each insurance policy required by clause (b) of the preceding sentence will name Lessee as an insured and Lessor or its assigns as an additional insured and loss payee, as appropriate, and each insurance policy required by the preceding sentence will contain a clause requiring the insurer to give Lessor or its Assignee at least thirty (30) days prior written notice of any alteration in the terms of such policy or the cancellation thereof. The proceeds of any such policies will be payable to Lessee and Lessor or its assigns, as their interest may appear. Upon acceptance of the Equipment and upon each insurance renewal date, Lessee will deliver to Lessor a certificate evidencing such insurance. In the event of any loss, damage, injury or accident involving the Equipment, Lessee will promptly provide Lessor with written notice hereof and make available to Lessor all information and documentation relating thereto. Notwithstanding the foregoing, with Lessor's prior written consent, Lessee may self-insure against any and all risks for which insurance is required.
18. **INDEMNIFICATION:** To the extent permitted by law, and solely from legally available funds, Lessee agrees to indemnify Lessor against, and hold Lessor, its Assignees, or any participants with such, harmless from, any and all claims, actions, proceedings, expenses, damages, liabilities or losses (including, but not limited to, attorneys' fees and court costs) arising in connection with the Equipment, including, but not limited to, its selection, purchase, delivery, possession, use, operation or return and the recovery of claims under insurance policies thereon.
19. **EVENTS OF DEFAULT:** The Term "Event of Default" as used in this Lease, means the occurrence of any one or more of the following events: (a) Lessee fails to make any Rental Payment (or any other payment) as it becomes due in accordance with the terms of this Lease, and any such failure continues for ten (10) days after the date thereof; (b) Lessee fails to perform or observe any other covenant, condition or agreement to be performed or observed by it hereunder and such failure is not cured within ten (10) days after written notice thereof by Lessor; (c) the discovery by Lessor that any statement, representation or warranty made by Lessee in this Lease or in any document delivered by Lessee pursuant hereto or in connection herewith is false, misleading or erroneous in any material respect; (d) Lessee becomes insolvent, is unable to pay its debts as they become due, makes an assignment for the benefit of creditors, applies or consents to the appointment of a receiver, trustee, conservator or liquidator of Lessee or of all or substantial part of its assets, a petition for relief is filed by Lessee under federal bankruptcy, insolvency or similar laws, or a petition in a proceeding under any bankruptcy, insolvency or similar laws, is filed against Lessee and is not dismissed within thirty (30) days thereafter; (e) Lessee suffers an adverse material change in its financial condition or operations from the date hereof and, as a result, Lessor deems itself insecure; or (f) Lessee is in default under any other agreement executed at any time with Lessor, its affiliates or Lessor's Assignee or under any other agreement or instrument by which it is bound.
20. **REMEDIES:** Upon the occurrence of an Event of Default, Lessor may, at its option, exercise any one or more of the following remedies: (a) by written notice to Lessee, declare an amount equal to all amounts then due under this Lease and all remaining Rental Payments which will become due during the then current fiscal year of Lessee to be immediately due and payable, whereupon the same will become immediately due and payable; (together with interest on such amount at the lesser of one and one-half (1 ½ %) percent per month or the maximum permitted by law from the date on which Lessor has declared this Lease to be in default; (b) by written notice to Lessee, request Lessee to (and Lessee agrees that it will), at Lessee's expense, promptly return the Equipment to Lessor in the manner set forth in Section 8 hereof, or Lessor, at its option, may enter upon the premises where the Equipment is located and take immediate possession of and remove the same without liability to Lessor or its agents for such entry or for damage to property or otherwise; (c) sell or lease the Equipment or sublease it for the account of Lessee, holding Lessee liable for (i) all Rental Payments and other payments due to the effective date of such selling, leasing or subleasing, and (ii) for the difference between the purchase price, rental and other amounts paid by the purchaser, lessee or sublessee pursuant to such sale, lease or sublease and the remaining amounts payable by the Lessee through the end of the then current fiscal year of Lessee hereunder; and (d) exercise any other right, remedy or privilege which may be available to it under applicable law, including the right to (i) proceed by appropriate court action to enforce the terms of this Lease, (ii) recover damages for the breach of this Lease, and (iii) rescind this Lease as to any or all of the Equipment.

In addition, Lessee will remain liable for all covenants and indemnities under this Lease and for all legal fees and other costs and expenses, including court costs, incurred by Lessor with respect to the enforcement of any of the remedies listed above or any other remedy available to Lessor.

21. **EARLY PURCHASE OPTION:** Lessee may, upon sixty (60) days prior written notice to Lessor, and provided Lessee has fully paid and performed all other obligations hereunder and provided no Event of Default has occurred and is continuing, pay to Lessor the applicable amount set forth on Schedule C attached hereto, whereupon title to the Equipment will become unconditionally vested in Lessee, and Lessor will transfer any and all of its right, title and interest in the Equipment to Lessee as is, where is, without warranty, express or implied, except that Lessor will warrant to Lessee that the Equipment is free and clear of any liens created by Lessor.
22. **ASSIGNMENT:** Except as expressly provided herein, Lessee will not (a) assign, transfer, pledge, hypothecate or grant any security interest in, or otherwise dispose of, this Lease or the Equipment or any interest in this Lease or the Equipment or (b) sublet or lend the Equipment or permit the Equipment to be used by anyone other than Lessee or Lessee's employees unless Lessee obtains the prior written consent of Lessor.

Lessor, without the consent of Lessee, may assign all or any portion or portions of its right, title and interest in and to this Lease, the Equipment and any other documents executed with respect to this Lease, and/or grant or assign all or any portion or portions of its security interest in this Lease and the Equipment, in whole or in part to various assignees, their agents or trustees (each and any one hereinafter referred to as an "Assignee"). Any such assignment to an Assignee may provide that the Lessor or the Assignee will act as a collection and paying agent for owners of certificates of participation in this Lease, or may provide that a third-party trustee or agent will act as collection and paying agent for any Assignee, provided that any such trustee or agent will maintain registration books as a register of all persons who are owners of certificates of participation or other interest in Rental Payments and Lessee receives written notification of the name and address of the trustee or agent and a copy of the pooling and fractionalization agency or trustee agreement, if any. Any such Assignee will have all of the assigned rights of Lessor under this Lease. Subject to the foregoing, this Lease will inure to the benefit of and will be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto. Any assignment or reassignment of any of Lessor's right, title or interest in this Lease or the Equipment will be effective upon receipt by Lessee of a duplicate original of the counterpart document by which the assignment or reassignment is made, disclosing the name and address of each such Assignee and, where applicable, to whom further payments hereunder should be made. During the Lease Term, Lessee covenants that it will keep a complete and accurate record of all assignments in form necessary to comply with Section 149(a) of the Code and the regulations, proposed or existing, from time to time promulgated thereunder. Lessee agrees to acknowledge in writing any assignments if so required.

Lessee agrees that, upon notice of assignment, if so instructed it will pay directly to the Assignee, or its Trustee or Agent without abatement, deduction or setoff all amounts which become due hereunder. Lessee further agrees that it will not assert against any Assignee, Trustee or Agent any defense, claim, counterclaim or setoff on account of any reason whatsoever with respect to any Rental Payments or other amounts due hereunder or with respect to any action brought to obtain possession of the Equipment pursuant to this Lease.

23. **FINANCIAL STATEMENTS:** Each year during the term of this Lease, Lessee hereby agrees to deliver to Lessor a copy of: (i) annual audited financial statements within one hundred twenty (120) days of Lessee's fiscal year-end; and (ii) within a reasonable period of time, any other financial information Lessor requests from time to time.
24. **NATURE OF AGREEMENT:** Lessor and Lessee agree that upon the due and punctual payment and performance of the installments of Rental Payments and other amounts and obligations under this Lease, title to the Equipment will vest permanently in Lessee as provided in this Lease, free and clear of any interest, lien or security of Lessor therein.
25. **AMENDMENTS:** This Lease may be amended or any of its terms modified for the purpose of adding Equipment, with the written consent of the parties hereto. In such event, additions to or additional Schedules attached hereto will be executed by Lessee. All other amendments or modifications of the terms of this Lease (except for the addition or serial numbers for the Equipment as set forth in the Acceptance Certificate) must be accomplished by written consent of Lessee and Lessor, or its Assignee, if any; provided, however, that no amendment of this Lease will operate to reduce or delay any Rental Payments to be made hereunder without the consent of Lessor, or its Assignee, at the time of such amendment.
26. **NOTICES:** All notices to be given under this Lease must be made in writing and mailed by certified mail to the other party at its address set forth herein or at such address as the party may provide in writing from time to time. Any such notice is effective upon receipt.
27. **SECTION HEADINGS:** All section headings contained herein are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Lease.
28. **GOVERNING LAW:** This Lease will be governed by the provisions hereof and by the laws of the State of _____.
29. **FURTHER ASSURANCES:** Lessee will deliver to Lessor (i) an opinion of counsel in substantially the form of Schedule D attached hereto or as Lessor may otherwise request; and (ii) if applicable, a certificate of a duly authorized official as to designation as a qualified tax-exempt obligation. Moreover, Lessee will execute or provide, as requested by Lessor, any documents and information that are reasonably necessary with respect to the transaction contemplated by this Lease.
30. **ENTIRE AGREEMENT:** This Lease, together with the Schedules attached hereto and made a part hereof and other attachments hereto and other documents or instruments executed by Lessee and Lessor in connection herewith, constitute the entire agreement between the parties with respect to the lease of the Equipment, and this Lease will not be modified, amended, altered or changed except with the written consent of Lessee or Lessor.
31. **SEVERABILITY:** Any provision of this Lease found to be prohibited by law will be ineffective to the extent of such prohibition without invalidating the remainder of this Lease.
32. **WAIVER:** The waiver by Lessor of any breach by Lessee of any term, covenant or condition, hereof will not operate as a waiver of any subsequent breach hereof.
33. **CERTIFICATION AS TO ARBITRAGE:** Lessee hereby represents as follows:

(a) The estimated total costs of the Equipment will not be less than the total principal amount of the Rental Payments.

(b) The Equipment has been ordered or is expected to be ordered within six months of the effective date of this Lease, and the Equipment is expected to be delivered and installed, and the Vendor fully paid, within one (1) year of the effective date of this Lease.

(c) Lessee has not created or established, and does not expect to create or establish, any sinking fund or other similar fund (i) that is reasonably expected to be used to pay the Rental Payments, or (ii) that may be used solely to prevent a default in the payment of Rental Payments.

(d) The Equipment has not been, and is not expected to be, sold or otherwise disposed of by Lessee, either in whole or in major part, prior to the final Rental Payment.

(e) To the best of Lessee's knowledge, information and belief, the above expectations are reasonable.

34. ELECTRONIC TRANSACTIONS. The parties agree that the transaction described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

ORAL AGREEMENTS OR COMMITMENTS TO LOAN MONEY, EXTEND CREDIT OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT INCLUDING PROMISES TO EXTEND OR RENEW SUCH DEBT, ARE NOT ENFORCEABLE. TO PROTECT YOU (LESSEE(S) AND US (LESSOR) FROM MISUNDERSTANDING OR DISAPPOINTMENT, ANY AGREEMENTS WE REACH COVERING SUCH MATTERS ARE CONTAINED IN THIS WRITING, WHICH IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN US EXCEPT AS WE MAY LATER AGREE IN WRITING TO MODIFY IT.

BY SIGNING BELOW, YOU AND WE AGREE THAT THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN US.

<i>Lessor: Commerce Bank</i>	<i>Lessee:</i> _____
<i>Authorized Signature:</i> _____	<i>Authorized Signature:</i> _____
<i>Printed Name:</i> _____	<i>Printed Name:</i> _____
<i>Title:</i> _____	<i>Title:</i> _____
<i>Date:</i> _____	<i>Date:</i> _____
	<i>EIN:</i> _____

**SCHEDULE A TO
STATE & MUNICIPAL LEASE/PURCHASE AGREEMENT
Lease No. 1000000-000**

Location of Equipment	
Street: _____ City: _____ State: _____ Zip Code: _____	
Description of Equipment	Equipment Cost
_____	_____
<u>Total</u>	_____

Lessee hereby certifies that the description of the property set forth above constitutes a complete and accurate description of all Equipment as subject to in the Lease.

<p><i>Lessee:</i> _____</p> <p><i>Authorized Signature:</i> _____</p> <p><i>Printed Name:</i> _____</p> <p><i>Title:</i> _____</p> <p><i>Date:</i> _____</p>
--

**SCHEDULE B TO
STATE & MUNICIPAL LEASE/PURCHASE AGREEMENT
Lease No. 1000000-000
DELIVERY AND ACCEPTANCE CERTIFICATE**

TO: Commerce Bank

Reference is made to the State and Municipal Lease/Purchase Agreement between the undersigned _____ ("Lessee"), and Commerce Bank ("Lessor"), dated the ____ day of _____, 20____ ("Lease") and to the Equipment as such term is defined therein. In connection therewith we are pleased to confirm to you the following:

1. All of the Equipment has been delivered to and received by the undersigned; all installation or other work necessary prior to the use thereof has been completed; said Equipment has been examined and/or tested and is in good operating order and condition and is in all respects satisfactory to the undersigned and as represented, and said Equipment has been accepted by the undersigned and complies with all terms of the Lease. Consequently, you are hereby authorized to pay for the Equipment in accordance with the terms of any purchase orders for the same.
2. In the future, in the event the Equipment fails to perform as expected or represented we will continue to honor the Lease in all respects and continue to make our rental and other payments thereunder in the normal course of business and we will look solely to the vendor, distributor or manufacturer for recourse.
3. We acknowledge that Lessor is neither the vendor nor manufacturer or distributor of the Equipment and has no control, knowledge or familiarity with the condition, capacity, functioning or other characteristics of the Equipment
4. The serial number for each item of Equipment which is set forth on Schedule A to the Lease is correct.

This certificate will not be considered to alter, construe, or amend the terms of the Lease.

Lessee: _____

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____

**SCHEDULE C
PAYMENT SCHEDULE**

Lessee: _____
Lessor: Commerce Bank
Lease Number: 1000000-000
Lease term in Months: _____
Rental Periods: _____
First Payment Date: _____
Capital Cost of Equipment: _____

Rental Payment Date	Payment Amount	Amount Credited to Interest	Amount Credited to Capital Cost	Outstanding Principal Balance
--------------------------------	---------------------------	--	--	--

TOTALS:

In the event Lessee desires to prepay this lease, they may do so in whole, but not in part at a premium of the then current outstanding principal balance, calculated as follows: 3% in year (1), 2% in year (2), and 1% in each year thereafter until maturity. There is no prepayment penalty if Lessee is using internally generated funds for prepayment.

Interest, if any, accruing from the Start Date to the actual date of funding shall be retained by Lessor as additional consideration for entering into this Lease Purchase Agreement.

Lessee: _____

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____

**SCHEDULE D TO
STATE & MUNICIPAL LEASE/PURCHASE AGREEMENT
OPINION OF COUNSEL
(To be on Letterhead of Lessee's Counsel)**

Commerce Bank
8000 Forsyth Boulevard, Suite 510
St. Louis, Missouri 63105

Re: State and Municipal Lease/Purchase Agreement No. 1000000-000 dated the ____ day of _____,
20____ (the "Lease"), between Commerce Bank ("Lessor") and _____ ("Lessee").

Ladies and Gentlemen:

As legal counsel to Lessee, I have examined (a) the Lease, which, among other things, provides for the sale to and purchase by the Lessee of the Equipment, (b) an executed counterpart of the ordinance or resolution of Lessee which, among other things, authorizes Lessee to execute the Lease and (c) such other opinions, documents and matters of law as I have deemed necessary in connection with the following opinions.

Based on the foregoing, I am of the following opinions:

1. Lessee is a public body corporate and politic, duly organized and existing under the laws of the State, and has a substantial amount of one or more of the following sovereign powers: (a) the power to tax, (b) the power of eminent domain, and (c) police power.
2. Lessee has the requisite power and authority to purchase the Equipment and to execute and deliver the Lease and to perform its obligations under the Lease, and the execution, delivery and compliance with the provisions of the Lease will not conflict with or result in the breach of any of the provisions of, or constitute a default under any indenture or other agreement or instrument to which Lessee is a party, or by which it or its property is bound.
3. The Lease and the other documents either attached thereto or required therein have been duly authorized, approved and executed by and on behalf of Lessee, and the Lease is a valid and binding obligation of Lessee enforceable in accordance with its terms.
4. The authorization, approval and execution of the Lease and all other proceedings of Lessee relating to the transactions contemplated thereby have been performed in accordance with all open meeting laws, public bidding laws and all other applicable state and federal laws.
5. There is no proceeding pending or threatened in any court or before any governmental authority or arbitration board or tribunal that, if adversely determined, would adversely affect the transactions contemplated by the Lease or the security interest of Lessor or its assigns, as the case may be, in the Equipment.

Furthermore, I confirm that the name of the Lessee as stated in the Lease, as _____, is the exact legal name of the Lessee for all purposes contemplated herein.

All capitalized terms herein shall have the same meanings as in the Lease. Lessor, its successors and assigns and any counsel rendering an opinion on the tax-exempt status of the interest components of Rental Payments are entitled to rely on this opinion.

Very truly yours,

**SCHEDULE E TO
STATE & MUNICIPAL LEASE/PURCHASE AGREEMENT
Lease No. 1000000-000**

I, _____ (Witness), do hereby certify that I am the duly elected, or appointed and acting Secretary/Clerk of the _____, an agency duly organized and existing under the laws of the State of _____ (the "Lessee"), and that the following resolutions have been presented to and duly adopted by the _____ at a meeting duly and regularly held and convened in accordance with applicable law on the _____ day of _____, 20____.

WHEREAS, the Lessee is entering a State and Municipal Lease/Purchase Agreement ("Lease") dated the ____ day of _____, 20____, with Commerce Bank;

NOW, THEREFORE, be it RESOLVED, that the Lessee be, and hereby is, authorized to enter into the Lease with Commerce Bank for a period of _____ months, and be it further

RESOLVED, that the following officials of the Lessee be, and hereby are, authorized, empowered and directed to sign on its behalf the Lease and any addenda, schedules, notes, UCC financing statements or other instruments issued under the provision of the Lease and any other instrument or document which may be necessary or expedient in connection with agreement upon or fulfillment of the provisions of the Lease.

Printed Name

Title

Signature

IN WITNESS WHEREOF, I have duly executed this certificate and affixed the seal hereto this day ____ of _____, 20____.

NAME OF LESSEE: _____
WITNESSED BY (SECRETARY/CLERK): _____

By: _____

Title: _____

SCHEDULE F
STATE & MUNICIPAL LEASE/PURCHASE AGREEMENT
Lease No. 1000000-000

ESSENTIAL USE/SOURCE OF FUNDS LETTER

_____, 20__

Commerce Bank
8000 Forsyth Boulevard, Suite 510
St. Louis, Missouri 63105

Re: State and Municipal Lease/Purchase Agreement No. 1000000-000, dated the ____ day of _____, 20__
(the "Lease"), between Commerce Bank ("Lessor") and _____ ("Lessee")

Ladies and Gentlemen:

This confirms and affirms that the Equipment described in the Lease is essential to the function of the undersigned or to the service we provide to our citizens.

Further, we have an immediate need for, and expect to make immediate use of, substantially all such Equipment, which need is not temporary or expected to diminish in the foreseeable future. Such Equipment will be used by us only for the purpose of performing one or more of our governmental or proprietary functions consistent with the permissible scope of our authority. Specifically, such Equipment was selected by us to be used as follows:

The estimated useful life of such Equipment based upon manufacturer's representations and our projected needs is _____ years.

Our source of funds for payments of the Rental Payments due under the Lease for the current fiscal year is _____.

We currently expect and anticipate adequate funds to be available for all future payments of rent due after the current fiscal year for the following reasons:

Very truly yours,

Lessee: _____

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____

Witness: _____

**SCHEDULE G
PROOF OF INSURANCE**

Insurance Agent Name: _____

Agency Name: _____

Address: _____

Phone Number: _____

E-Mail: _____

Ladies and Gentlemen:

Please add COMMERCE BANK as both sole loss payee under the property insurance covering the Equipment listed on attached Schedule A, and as additional insured under the general liability insurance policy. The minimum liability coverage is \$1,000,000.00. Please mail or fax an insurance certificate to:

Commerce Bank
P.O. Box 11309
St. Louis, MO 63105
Fax # 314-746-3744

Please note that the Bank requires 30 day written notice of cancellation of the policy covering leased equipment.

Lessee: _____

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____

**SCHEDULE H
AUTHORIZATION FOR PREAUTHORIZED PAYMENTS**

Loan #: 1000000-000

Borrower/Lessee: _____

I authorize Commerce Bank to initiate debit entries in the amount shown and from the checking or savings account with the depository named below ("Bank") each _____ on the payment due date.

*Bank Name: _____

Address: _____

ABA #: _____

Account #: _____ () Checking () Savings

Monthly Debit Amount: \$ _____
(_____ Rental Amount. Total payment may vary due to changes in tax rates)

First Payment Due Date: _____ (Begin debiting this date—allow a few days prior to payment)

This authorization is to remain in full effect until Commerce Bank and Bank have received written notification from me of its termination and have a reasonable opportunity to act on this notification. Commerce Bank may terminate this agreement upon 10 days written notice to me.

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____

*** NOTE:** Your "**Bank**" does not need to be Commerce Bank to benefit from this feature. Any bank can be auto debited. **PLEASE attach a voided check and mail along with this signed form to:**

Commerce Bank
P.O. Box 11309
Saint Louis, MO 63105

There is NO charge for this service.

**SCHEDULE I
DISBURSEMENT AUTHORIZATION**

To: Commerce Bank
8000 Forsyth Boulevard, Suite 510
St. Louis, Missouri 63105

RE: Lease Number 1000000-000

Ladies and Gentlemen,

Please disburse the proceeds of the above lease as follows:

Wire or send to

PAYEE

AMOUNT

Total Disbursement

Sincerely,

Lessee: _____

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____

ESCROW AGREEMENT

This Escrow Agreement (the "Escrow Agreement"), dated as of the ____ day of _____, 20____ and entered into among **Commerce Bank**, a Missouri banking corporation (together with its successors and assigns, "Lessor"), _____ a municipal corporation and political subdivision existing under the laws of _____ ("Lessee"), and **The Commerce Trust Company**, a Missouri banking corporation, as escrow agent (together with its successors and assigns, the "Escrow Agent").

Name of Acquisition Fund: " _____ "

Amount of Deposit into the Acquisition Fund: \$ _____

TERMS AND CONDITIONS

1. This Escrow Agreement relates to and is hereby made a part of the State and Municipal Lease/Purchase Agreement dated as of the ____ day of _____, 20____, (the "Lease"), between Lessor and Lessee.

2. Except as otherwise defined herein, all terms defined in the Lease shall have the same meaning for the purposes of this Escrow Agreement as in the Lease.

3. Lessor, Lessee and the Escrow Agent agree that the Escrow Agent will act as sole Escrow Agent under the Lease and this Escrow Agreement, in accordance with the terms and conditions set forth in this Escrow Agreement. The Escrow Agent shall not be deemed to be a party to the Lease, and this Escrow Agreement shall be deemed to constitute the entire agreement between Lessor and Lessee and the Escrow Agent.

4. There is hereby established in the custody of the Escrow Agent a special trust fund designated as set forth above (the "Acquisition Fund") to be held and administered by the Escrow Agent in trust for the benefit of Lessor and Lessee in accordance with this Escrow Agreement.

5. Lessor shall deposit in the Acquisition Fund the amount specified above. Moneys held by the Escrow Agent hereunder shall be invested and reinvested by the Escrow Agent upon written order of an authorized Lessee representative, in Qualified Investments (as defined below) maturing or subject to redemption at the option of the holder thereof prior to the date on which it is expected that such funds will be needed. If an Authorized Lessee Representative fails to timely direct the investment of any moneys held hereunder, the Escrow Agent shall invest and reinvest such moneys in Qualified Investments described in 6(vi) below. Such investments shall be held by the Escrow Agent in the Acquisition Fund; any interest and gain earned on such investments shall be deposited in the Acquisition Fund, and any losses on such investments shall be charged to the Acquisition Fund. The Escrow Agent may act as purchaser or agent in the making or disposing of any investment. Qualified Investments described in 6(vi) below will be subject to an annualized sweep fee charged monthly to the earnings on monies invested.

6. "Qualified Investments" means, to the extent the same are at the time legal for investment of the funds being invested: (i) direct general obligations of the United States of America; (ii) obligations the timely payment of principal of and interest on which is fully and unconditionally guaranteed by the United States of America; (iii) general obligations of the agencies and instrumentalities of the United States of America acceptable to Lessor; (iv) certificates of deposit, time deposits or demand deposits with any bank or savings institution including the Escrow Agent or any affiliate thereof, provided that such certificates of deposit, time deposits or demand deposits, if not insured by the Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation, are fully secured by obligations described in (i), (ii) or (iii) above; or (v) repurchase agreements with any state or national bank or trust company, including the Escrow Agent or any affiliate thereof, that are secured by obligations of the type described in (i), (ii) or (iii) above, provided that such collateral is free and clear of claims of third parties and that the Escrow Agent or a third party acting solely as agent for the Escrow Agent has possession of such collateral and a perfected first security interest in such collateral; or (vi) money market mutual funds that are invested in securities described in (i), (ii) or (iii) and that are

rated "Aaa" by Moody's Investors Service or "AAAm-G" by Standard & Poor's Ratings Services or the comparable rating by Fitch IBCA, Inc.

7. Moneys in the Acquisition Fund shall be used to pay for the cost of acquisition of the Equipment listed in the Lease. Such payment shall be made from the Acquisition Fund upon presentation to the Escrow Agent of one or more properly executed Payment Request and Acceptance Certificates, a form of which is attached as **Exhibit A**, executed by Lessee and approved by Lessor, together with an invoice for the cost of the acquisition of said Equipment and a written approval by Lessor of the Vendor be paid. In making any disbursement pursuant to this **Section 7**, the Escrow Agent may conclusively rely as to the completeness and accuracy of all statements in such Payment Request and Acceptance Certificate, and the Escrow Agent shall not be required to make any inquiry, inspection or investigation in connection therewith. The approval of each Payment Request and Acceptance Certificate by the Lessor shall constitute unto the Escrow Agent an irrevocable determination by the Lessor that all conditions precedent to the payment of the amounts set forth therein have been completed.

8. The Acquisition Fund shall terminate upon the occurrence of the earlier of (a) the presentation of a proper Payment Request and Acceptance Certificate and the Final Acceptance Certificate, a form of which is attached as **Exhibit B**, properly executed by Lessee, or (b) the presentation of written notification by the Lessor, or, if the Lessor shall have assigned its interest under the Lease, then the assignees or subassignees of all of Lessor's interest under the Lease or an Agent on their behalf, that the Lease has been terminated pursuant to **Section 8** or **20** of the Lease. Upon termination as described in clause (a) of this paragraph, any amount remaining in the Acquisition Fund shall be used to prepay the principal portion of Rental Payments. If any such amount is used to prepay principal, the Rental Payment Schedule attached to the Lease shall be revised accordingly as specified by Lessor. Upon termination as described in clause (b) of this paragraph, any amount remaining in the Acquisition Fund shall immediately be paid to Lessor or to any assignees or subassignees of Lessor interest in this Lease.

9. The Escrow Agent may at any time resign by giving at least 30 days written notice to Lessee and Lessor, but such resignation shall not take effect until the appointment of a successor Escrow Agent. The substitution of another bank or trust company to act as Escrow Agent under this Escrow Agreement may occur by written agreement of Lessor and Lessee. In addition, the Escrow Agent may be removed at any time, with or without cause, by an instrument in writing executed by Lessor and Lessee. In the event of any resignation or removal of the Escrow Agent, a successor Escrow Agent shall be appointed by an instrument in writing executed by Lessor and Lessee. Such successor Escrow Agent shall indicate its acceptance of such appointment by an instrument in writing delivered to Lessor, Lessee and the predecessor Escrow Agent. Thereupon such successor Escrow Agent shall, without any further act or deed, be fully vested with all the trusts, powers, rights, duties and obligations of the Escrow Agent under this Escrow Agreement and the predecessor Escrow Agent shall deliver all moneys and securities held by it under this Escrow Agreement to such successor Escrow Agent whereupon the duties and obligations of the predecessor Escrow Agent shall cease and terminate. If a successor Escrow Agent has not been so appointed within 90 days of such resignation or removal, the Escrow Agent may petition a court of competent jurisdiction to have a successor Escrow Agent appointed.

10. Any corporation or association into which the Escrow Agent may be merged or converted or with or into which it may be consolidated, or to which it may sell or transfer its corporate trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any merger, conversion, sale, consolidation or transfer to which it is a party, shall be and become successor Escrow Agent hereunder and shall be vested with all the trusts, powers, rights, obligations, duties, remedies, immunities and privileges hereunder as was its predecessor, without the execution or filing of any instrument or any further act on the part of any of the parties hereto.

11. The Escrow Agent incurs no responsibility to make any disbursements pursuant to the Escrow Agreement except from funds held in the Acquisition Fund. The Escrow Agent makes no representations or warranties as to the title to any Equipment listed in the Lease or as to the performance of any obligations of Lessor or Lessee.

12. The Escrow Agent may act in reliance upon any writing or instrument or signature which it, in good faith, believes to be genuine, may assume the validity and accuracy of any statement or assertion contained in such a writing or instrument, and may assume that any person purporting to give any writing, notice, advice or instructions in connection with the provisions hereof has been duly authorized to do so. The Escrow Agent shall not be liable in any

manner for the sufficiency or correctness as to form, manner and execution, or validity of this Escrow Agreement other than its own execution thereof or any instrument deposited with it, nor as to the identity, authority or right of any person executing the same; and its duties hereunder shall be limited to those specifically provided herein.

13. Unless the Escrow Agent is guilty of negligence or willful misconduct with regard to its duties hereunder, Lessee, to the extent permitted by law, and Lessor jointly and severally hereby agree to indemnify the Escrow Agent and hold it harmless from any and all claims, liabilities, losses, actions, suits or proceedings at law or in equity, or any other expense, fees or charges of any character or nature, which it may incur or with which it may be threatened by reason of its acting as Escrow Agent under this Escrow Agreement; and in connection therewith, to indemnify the Escrow Agent against any and all expenses, including reasonable attorneys' fees and the cost of defending any action, suit or proceeding or resisting any claim.

14. The aggregate amount of the costs, fees, and expenses of the Escrow Agent in connection with the creation of the escrow described in and created by this Escrow Agreement and in carrying out any of the duties, terms or provisions of this Escrow Agreement is a one time fee in the amount of _____ to be paid by Lessee concurrently with the execution and delivery of this Escrow Agreement.

Notwithstanding the preceding paragraph, the Escrow Agent shall be entitled to reimbursement from Lessor of reasonable out-of-pocket, legal or extraordinary expenses incurred in carrying out the duties, terms or provisions of this Escrow Agreement. Claims for such reimbursement may be made to Lessor and in no event shall such reimbursement be made from funds held by the Escrow Agent pursuant to this Escrow Agreement. The Escrow Agent agrees that it will not assert any lien whatsoever on any of the money or Qualified Investments on deposit in the Escrow Fund for the payment of fees and expenses for services rendered by the Escrow Agent under this Escrow Agreement or otherwise.

15. If Lessee, Lessor or the Escrow Agent shall be in disagreement about the interpretation of the Lease or this Escrow Agreement, or about the rights and obligations, or the propriety of any action contemplated by the Escrow Agent hereunder, the Escrow Agent may, but shall not be required to, file an appropriate civil action to resolve the disagreement. The Escrow Agent shall be indemnified by Lessor and Lessee, to the extent permitted by law, for all costs, including reasonable attorneys' fees and expenses, in connection with such civil action, and shall be fully protected in suspending all or part of its activities under this Escrow Agreement until a final judgment in such action is received.

16. The Escrow Agent may consult with counsel of its own choice and shall have full and complete authorization and protection for any action or non-action taken by the Escrow Agent in accordance with the opinion of such counsel. The Escrow Agent shall otherwise not be liable for any mistakes of facts or errors of judgment, or for any acts or omissions of any kind unless caused by its negligence or willful misconduct.

17. This Escrow Agreement shall be governed by and construed in accordance with the laws of the state in which the Escrow Agent is located.

18. In the event any provision of this Escrow Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

19. This Escrow Agreement may not be amended except by a written instrument executed by Lessor, Lessee and the Escrow Agent.

20. This Escrow Agreement may be executed in several counterparts, each of which so executed shall be an original.

21. The parties agree that the transaction described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

IN WITNESS WHEREOF, Lessor, Lessee and the Escrow Agent have caused this Escrow Agreement to be executed by their duly authorized representatives.

Commerce Bank
LESSOR

By: _____
Title: _____

LESSEE

By: _____
Printed Name: _____
Title: _____

The Commerce Trust Company
ESCROW AGENT

By: _____
Title: _____

EXHIBIT A

FORM OF PAYMENT REQUEST AND ACCEPTANCE CERTIFICATE

To: The Commerce Trust Company, as Escrow Agent and Commerce Bank, as Lessor
8000 Forsyth Blvd., Suite 510
St. Louis, Missouri 63105

Re: _____ Acquisition Fund established by the Escrow Agreement, dated
_____, 20__ (the "Escrow Agreement") among Commerce Bank, as lessor ("Lessor"),
_____ ("Lessee") and The Commerce Trust Company, as Escrow Agent (the
"Escrow Agent")

Ladies and Gentlemen:

The Escrow Agent is hereby requested to pay from the Acquisition Fund to the person or corporation designated below as Payee, the sum set forth below in payment of a portion or all of the cost of the acquisition of the equipment or the interest portions of Rental Payment(s) described below. The amount shown below is due and payable under the invoice of the Payee attached hereto with respect to the cost of the acquisition of the equipment or payment of the interest portions of Rental Payment(s) and has not formed the basis of any prior request for payment.

The equipment described below is part or all of the "Equipment" that is listed in State and Municipal Lease/Purchase Agreement dated as of the _____ day of _____, 20__ (the "Lease") described in the Escrow Agreement.

Equipment: _____

Payee: _____

Amount: \$ _____

Lessee hereby certifies and represents to and agrees with Lessor and the Escrow Agent as follows:

- (1) The Equipment described above (a) has been delivered, installed and accepted on the date hereof, or (b) the amount requested is a down payment currently due on said Equipment.
- (2) If (1)(a) is applicable, Lessee has conducted such inspection and/or testing of said Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts said Equipment for all purposes.
- (3) If (1)(a) is applicable, Lessee is currently maintaining the insurance coverage required by **Section 17** of the Lease.

Lessee hereby certifies and represents to Lessor and the Escrow Agent that no event or condition that constitutes, or with notice or lapse of time or both would constitute, an Event of Default (as such term is defined in the Lease) exists at the date hereof.

APPROVED:

Dated: _____, 20__

Commerce Bank
LESSOR

LESSEE

By: _____

By: _____

Title: _____

Printed Name: _____

Title: _____

EXHIBIT B

FINAL ACCEPTANCE CERTIFICATE

[THIS CERTIFICATE IS TO BE EXECUTED ONLY WHEN ALL EQUIPMENT
HAS BEEN ACCEPTED]

The undersigned hereby certifies that the equipment described above, together with the equipment described in and accepted by Payment Request and Acceptance Certificates previously filed by Lessee with the Escrow Agent and Lessor pursuant to the Escrow Agreement, constitutes all of the Equipment subject to the Lease.

Dated: _____

LESSEE

By: _____

Printed Name: _____

Title: _____



March 12, 2014

City of Junction City
Attn: Shawna Settles, City Clerk
P.O. Box 287
700 N. Jefferson Street, Room 201
Junction City, KS 66441

Ms. Settles,

Baystone Government Finance as a department of KS StateBank specializes in tax-exempt lease purchase financing. For two decades, we have refined our processes to meet our customer's needs, building partnerships along the way. Our personal attention to detail has made us a leader in tax-exempt financing. With Kansas State Bank, there are no upfront costs for our services.

Our company has a complete staff of financial and legal professionals with combined experience of 100+ years to ensure your transaction flows smoothly.

I have attached for your review the formal proposal, sample amortization schedules and sample contract. If you need any additional information, please contact me at 800-752-3562 or via email at alindsten@ksstate.bank.

Thank you,

Aaron Lindsten

Aaron Lindsten
Assistant Vice President
KS StateBank
1680 Charles Place
Manhattan, Kansas 66502
Phone: 800.752.3562
Fax: 785.537.4806



Baystone Government Finance

October 5, 2016

FORMAL PROPOSAL

OBLIGOR: CITY OF JUNCTION CITY, KS

- ✓ This is a finance/ownership contract. No residual value.
- ✓ Fixed interest rate for the five (5) year term.

EQUIPMENT: NEW MONITOR/DEFIBRILLATOR WITH ACCESSORY EQUIPMENT

OPTION 1

Acquisition Cost:	\$138,223.58	Term:	Five (5) years	First Payment Due:	February 15, 2017
Down Payment:	\$0.00	Payment Mode:	Semi-Annual	Payment Amount (1-10):	\$15,168.13
Trade In:	\$0.00	Interest Rate:	3.740%		
Principal Balance:	\$138,223.58				

OPTION 2

Acquisition Cost:	\$138,223.58	Term:	Five (5) years	First Payment Due:	February 15, 2017
Down Payment:	\$0.00	Payment Mode:	Annual	Payment Amount (1-5):	\$29,825.51
Trade In:	\$0.00	Interest Rate:	3.410%		
Principal Balance:	\$138,223.58				

- * This is a proposal only and is not a commitment to finance. This proposal is subject to credit review and approval and proper execution of mutually acceptable documentation.
- * Failure to consummate this transaction once credit approval is granted and the documents are drafted and delivered to Obligor will result in a documentation fee being assessed to the Obligor.
- * This transaction must be credit approved, all documents properly executed and returned to Baystone Government Finance and the transaction funded on ALL proposals on or before November 5, 2016. If funding does not occur within that time-frame, or there is a change of circumstance which adversely affects the expectations, rights, or security of Obligor or its assignees, then Obligor or its assignees reserve the right to adjust and determine a new interest rate factor and payment amount, or withdraw this proposal in its entirety.
- * Neither KS StateBank nor Baystone Government Finance is acting as an advisor to the municipal entity/obligated person and neither owes a fiduciary duty pursuant to Section 15B of the Exchange Act of 1934

BAYSTONE GOVERNMENT FINANCE	CITY OF JUNCTION CITY, KS
	Signature:
	Typed Name & Title
	Date:

1680 Charles Place Manhattan, KS 66502
Ph: (800) 752-3562; Fax: (855) 738-7789
alindsten@ksstate.bank
www.baystone.net

SAMPLE PAYMENT SCHEDULE

Obligor:	City of Junction City, KS
Date of first payment:	2/15/2016
Original Balance:	\$138,223.58
Total Number of Payments:	10
Number of Payments per year:	2

Pmt No.	Due Date	Contract Payment	Applied to Interest	Applied to Principal	*Purchase Option Price
1	2/15/2017	\$ 15,168.13	\$ 1,522.15	\$ 13,645.98	\$ 125,176.04
2	8/15/2017	\$ 15,168.13	\$ 2,329.60	\$ 12,838.53	\$ 112,223.53
3	2/15/2018	\$ 15,168.13	\$ 2,089.52	\$ 13,078.61	\$ 99,041.76
4	8/15/2018	\$ 15,168.13	\$ 1,844.95	\$ 13,323.18	\$ 85,626.67
5	2/15/2019	\$ 15,168.13	\$ 1,595.81	\$ 13,572.32	\$ 71,974.13
6	8/15/2019	\$ 15,168.13	\$ 1,342.00	\$ 13,826.13	\$ 58,079.94
7	2/15/2020	\$ 15,168.13	\$ 1,083.46	\$ 14,084.67	\$ 43,939.82
8	8/15/2020	\$ 15,168.13	\$ 820.07	\$ 14,348.06	\$ 29,549.42
9	2/15/2021	\$ 15,168.13	\$ 551.76	\$ 14,616.37	\$ 14,904.31
10	8/15/2021	\$ 15,168.13	\$ 278.40	\$ 14,889.73	\$ -

*Assumes all payments due to date have been paid

SAMPLE PAYMENT SCHEDULE

2

Obligor:	City of Junction City, KS
Date of first payment:	2/15/2016
Original Balance:	\$138,223.58
Total Number of Payments:	5
Number of Payments per year:	1

Pmt No.	Due Date	Contract Payment	Applied to Interest	Applied to Principal	*Purchase Option Price
1	2/15/2017	\$ 29,825.51	\$ 1,387.84	\$ 28,437.67	\$ 110,309.86
2	2/15/2018	\$ 29,825.51	\$ 3,743.70	\$ 26,081.81	\$ 84,025.30
3	2/15/2019	\$ 29,825.51	\$ 2,854.31	\$ 26,971.20	\$ 56,897.00
4	2/15/2020	\$ 29,825.51	\$ 1,934.59	\$ 27,890.92	\$ 28,897.88
5	2/15/2021	\$ 29,825.51	\$ 983.53	\$ 28,841.98	\$ -

*Assumes all payments due to date have been paid

PLEASE NOTE: This Sample contract, presented upon your request, may or may not contain the same language as the contract proposed after credit approval is obtained. As such, no negotiation of contract terms will occur until after credit approval and issuance of formal contract.

TAXABLE GOVERNMENT OBLIGATION CONTRACT

Obligor

Obligee

Dated as of

This Taxable Government Obligation Contract dated as of the date listed above is between Obligor and Obligor listed directly above. Obligor desires to finance the purchase of the Equipment described in Exhibit A to Obligor and Obligor desires to have Obligor finance the purchase of the Equipment subject to the terms and conditions of this Contract which are set forth below.

I. Definitions

Section 1.01 Definitions. The following terms will have the meanings indicated below unless the context clearly requires otherwise:

"Additional Schedule" refers to the proper execution of additional schedules to Exhibit A and Exhibit B, as well as other exhibits or documents that may be required by the Obligor all of which relate to the financing of additional Equipment.

"Budget Year" means the Obligor's fiscal year.

"Commencement Date" is the date when Obligor's obligation to pay Contract Payments begins.

"Contract" means this Taxable Government Obligation Contract and all Exhibits attached hereto, all addenda, modifications, schedules, refinancings, guarantees and all documents relied upon by Obligor prior to execution of this Contract.

"Contract Payments" means the payments Obligor is required to make under this Contract as set forth on Exhibit B.

"Contract Term" means the Original Term and all Renewal Terms.

"Exhibit" includes the Exhibits attached hereto, and any "Additional Schedule", whether now existing or subsequently created.

"Equipment" means all of the items of Equipment listed on Exhibit A and any Additional Schedule, whether now existing or subsequently created, and all replacements, restorations, modifications and improvements.

"Obligee" means the entity originally listed above as Obligor or any of its assignees.

"Obligor" means the entity listed above as Obligor and which is financing the Equipment through Obligor under the provisions of this Contract.

"Original Term" means the period from the Commencement Date until the end of the Budget Year of Obligor.

"Renewal Term" means the annual term which begins at the end of the Original Term and which is simultaneous with Obligor's Budget Year and each succeeding Budget Year for the number of Budget Years necessary to comprise the Contract Term.

"State" means the state in which Obligor is located.

II. Obligor Warranties

Section 2.01 Obligor represents, warrants and covenants as follows for the benefit of Obligor or its assignees:

- (a) Obligor has complied with any requirement for a referendum and/or competitive bidding.
- (b) Obligor has complied with all statutory laws and regulations that may be applicable to the execution of this Contract; Obligor, and its officer executing this Contract, are authorized under the Constitution and laws of the State to enter into this Contract and have used and followed all proper procedures of its governing body in executing and delivering this Contract. The officer of Obligor executing this Contract has the authority to execute and deliver this Contract. This Contract constitutes a legal, valid, binding and enforceable obligation of the Obligor in accordance with its terms.
- (c) Obligor has never non-appropriated funds under a contract similar to this Contract.
- (d) Upon request by Obligor, Obligor will provide Obligor with current financial statements, reports, budgets or other relevant fiscal information.
- (e) Obligor shall retain the Equipment free of any hazardous substances as defined in the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601 et. seq. as amended and supplemented.
- (f) Obligor hereby warrants the General Fund of the Obligor is the primary source of funds or a backup source of funds from which the Contract Payments will be made.
- (g) Obligor presently intends to continue this Contract for the Original Term and all Renewal Terms as set forth on Exhibit B hereto. The official of Obligor responsible for budget preparation will include in the budget request for each Budget Year the Contract Payments to become due in such Budget Year, and will use all reasonable and lawful means available to secure the appropriation of money for such Budget Year sufficient to pay the Contract Payments coming due therein. Obligor reasonably believes that moneys can and will lawfully be appropriated and made available for this purpose.
- (h) Obligor has selected both the Equipment and the vendor(s) from whom the Equipment is to be purchased upon its own judgment and without reliance on any manufacturer, merchant, vendor or distributor, or agent thereof, of such equipment to the public.
- (i) Obligor owns free and clear of any liens any additional collateral pledged, subject only to the lien described herein; Obligor has not and will not, during the Contract Term, create, permit, incur or assume any levies, liens or encumbrances of any kind with respect to the Equipment and any additional collateral except those created by this Contract.

Section 2.02 Escrow Agreement. In the event both Obligor and Obligor mutually agree to utilize an Escrow Account, then immediately following the execution and delivery of this Contract, Obligor and Obligor agree to execute and deliver and to cause Escrow Agent to execute and deliver the Escrow Agreement. This Contract shall take effect only upon execution and delivery of the Escrow Agreement by the parties thereto. Obligor shall deposit or cause to be deposited with the Escrow Agent for credit to the Equipment Acquisition Fund the sum of N/A, which shall be held, invested and disbursed in accordance with the Escrow Agreement.

III. Acquisition of Equipment, Contract Payments and the Purchase Option Price

Section 3.01 Acquisition and Acceptance. Obligor shall be solely responsible for the ordering of the Equipment and for the delivery and installation of the Equipment. Execution of the Certificate of Acceptance or, alternatively, Payment Request and Equipment Acceptance Form, by a duly authorized representative of Obligor, shall constitute acceptance of the Equipment on behalf of the Obligor.

Section 3.02 Contract Payments. Obligor shall pay Contract Payments exclusively to Obligor or its assignees in lawful, legally available money of the United States of America. The Contract Payments shall be sent to the location specified by the Obligor or its assignees. The Contract Payments shall constitute a current expense of the Obligor and shall not constitute an indebtedness of the Obligor. The Contract Payments, payable without notice or demand, are due as set forth on Exhibit B. Obligor shall have the option to charge interest at the highest lawful rate on any Contract Payment received later than the due date for the number of days that the Contract Payment(s) were late, plus any additional accrual on the outstanding balance for the number of days that the Contract Payment(s) were late. Obligor shall also have the option, on monthly payments only, to charge a late fee of up to 10% of the monthly Contract Payment that is past due. Furthermore, Obligor agrees to pay any fees associated with the use of a payment system other than check, wire transfer, or ACH. Once all amounts due Obligor hereunder have been received, Obligor will release any and all of its rights, title and interest in the Equipment.

SECTION 3.03 Contract Payments Unconditional. Except as provided under Section 4.01, THE OBLIGATIONS OF OBLIGOR TO MAKE CONTRACT PAYMENTS AND TO PERFORM AND OBSERVE THE OTHER COVENANTS CONTAINED IN THIS CONTRACT SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS WITHOUT ABATEMENT, DIMINUTION, DEDUCTION, SET-OFF, OR SUBJECT TO DEFENSE OR COUNTERCLAIM.

Section 3.04 Purchase Option Price. Upon thirty (30) days written notice, Obligor shall have the option to pay, in addition to the Contract Payment, the corresponding Purchase Option Price which is listed on the same line on Exhibit B. This option is only available to the Obligor on the Contract Payment date and no partial prepayments are allowed. If Obligor chooses this option and pays the Purchase Option Price to Obligor then Obligor will transfer any and all of its rights, title and interest in the Equipment to Obligor.

Section 3.05 Contract Term. The Contract Term shall be the Original Term and all Renewal Terms until all the Contract Payments are paid as set forth on Exhibit B except as provided under Section 4.01 and Section 9.01 below. If, after the end of the budgeting process which occurs at the end of the Original Term or any Renewal Term, Obligor has not non-appropriated as

provided for in this Contract then the Contract Term shall be extended into the next Renewal Term and the Obligor shall be obligated to make all the Contract Payments that come due during such Renewal Term.

Section 3.06 Disclaimer of Warranties. OBLIGEE MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE OR ANY OTHER WARRANTY WITH RESPECT TO THE EQUIPMENT. OBLIGEE IS NOT A MANUFACTURER, SELLER, VENDOR OR DISTRIBUTOR, OR AGENT THEREOF, OF SUCH EQUIPMENT; NOR IS OBLIGEE A MERCHANT OR IN THE BUSINESS OF DISTRIBUTING SUCH EQUIPMENT TO THE PUBLIC. OBLIGEE SHALL NOT BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGE ARISING OUT OF THE INSTALLATION, OPERATION, POSSESSION, STORAGE OR USE OF THE EQUIPMENT BY OBLIGOR.

IV. Non-Appropriation

Section 4.01 Non-Appropriation. If insufficient funds are available in Obligor's budget for the next Budget Year to make the Contract Payments for the next Renewal Term and the funds to make such Contract Payments are otherwise unavailable by any lawful means whatsoever, then Obligor may non-appropriate the funds to pay the Contract Payments for the next Renewal Term. Such non-appropriation shall be evidenced by the passage of an ordinance or resolution by the governing body of Obligor specifically prohibiting Obligor from performing its obligations under this Contract and from using any moneys to pay the Contract Payments due under this Contract for a designated Budget Year and all subsequent Budget Years. If Obligor non-appropriates, then all obligations of the Obligor under this Contract regarding Contract Payments for all remaining Renewal Terms shall be terminated at the end of the then current Original Term or Renewal Term without penalty or liability to the Obligor of any kind provided that if Obligor has not delivered possession of the Equipment to Obligee as provided herein and conveyed to Obligee or released its interest in the Equipment by the end of the last Budget Year for which Contract Payments were paid, the termination shall nevertheless be effective but Obligor shall be responsible for the payment of damages in an amount equal to the amount of the Contract Payments thereafter coming due under Exhibit B which are attributable to the number of days after such Budget Year during which Obligor fails to take such actions and for any other loss suffered by Obligee as a result of Obligor's failure to take such actions as required. Obligor shall immediately notify the Obligee as soon as the decision to non-appropriate is made. If such non-appropriation occurs, then Obligor shall deliver the Equipment to Obligee as provided below in Section 9.04. Obligor shall be liable for all damage to the Equipment other than normal wear and tear. If Obligor fails to deliver the Equipment to Obligee, then Obligor may enter the premises where the Equipment is located and take possession of the Equipment and charge Obligor for costs incurred.

V. Insurance, Damage, Insufficiency of Proceeds

Section 5.01 Insurance. Obligor shall maintain both property insurance and liability insurance at its own expense with respect to the Equipment. Obligor shall be solely responsible for selecting the insurer(s) and for making all premium payments and ensuring that all policies are continuously kept in effect during the period when Obligor is required to make Contract Payments. Obligor shall provide Obligee with a Certificate of Insurance which lists the Obligee and/or assigns as a loss payee and an additional insured on the policies with respect to the Equipment.

- (a) Obligor shall insure the Equipment against any loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the State and any other risks reasonably required by Obligee in an amount at least equal to the then applicable Purchase Option Price of the Equipment. Alternatively, Obligor may insure the Equipment under a blanket insurance policy or policies.
- (b) The liability insurance shall insure Obligee from liability and property damage in any form and amount satisfactory to Obligee.
- (c) Obligor may self-insure against the casualty risks and liability risks described above. If Obligor chooses this option, Obligor must furnish Obligee with a certificate and/or other documents which evidences such coverage.
- (d) All insurance policies issued or affected by this Section shall be so written or endorsed such that the Obligee and its assignees are named additional insureds and loss payees and that all losses are payable to Obligor and Obligee or its assignees as their interests may appear. Each policy issued or affected by this Section shall contain a provision that the insurance company shall not cancel or materially modify the policy without first giving thirty (30) days advance notice to Obligee or its assignees. Obligor shall furnish to Obligee certificates evidencing such coverage throughout the Contract Term.

Section 5.02 Damage to or Destruction of Equipment. Obligor assumes the risk of loss or damage to the Equipment. If the Equipment or any portion thereof is lost, stolen, damaged, or destroyed by fire or other casualty, Obligor will immediately report all such losses to all possible insurers and take the proper procedures to obtain all insurance proceeds. At the option of Obligee, Obligor shall either (1) apply the Net Proceeds to replace, repair or restore the Equipment or (2) apply the Net Proceeds to the applicable Purchase Option Price. For purposes of this Section and Section 5.03, the term Net Proceeds shall mean the amount of insurance proceeds collected from all applicable insurance policies after deducting all expenses incurred in the collection thereof.

Section 5.03 Insufficiency of Net Proceeds. If there are no Net Proceeds for whatever reason or if the Net Proceeds are insufficient to pay in full the cost of any replacement, repair, restoration, modification or improvement of the Equipment, then Obligor shall, at the option of Obligee, either (1) complete such replacement, repair, restoration, modification or improvement and pay any costs thereof in excess of the amount of the Net Proceeds or (2) apply the Net Proceeds to the Purchase Option Price and pay the deficiency, if any, to the Obligee.

Section 5.04 Obligor Negligence. Obligor assumes all risks and liabilities, whether or not covered by insurance, for loss or damage to the Equipment and for injury to or death of any person or damage to any property whether such injury or death be with respect to agents or employees of Obligor or of third parties, and whether such property damage be to Obligor's property or the property of others (including, without limitation, liabilities for loss or damage related to the release or threatened release of hazardous substances under the Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act or similar or successor law or any State or local equivalent now existing or hereinafter enacted which in any manner arise out of or are incident to any possession, use, operation, condition or storage of any Equipment by Obligor), which is proximately caused by the negligent conduct of Obligor, its officers, employees and agents.

Section 5.05 Reimbursement. Obligor hereby assumes responsibility for and agrees to reimburse Obligee for all liabilities, obligations, losses, damages, penalties, claims, actions, costs and expenses (including reasonable attorneys' fees) of whatsoever kind and nature, imposed on, incurred by or asserted against Obligee that in any way relate to or arise out of a claim, suit or proceeding, based in whole or in part upon the negligent conduct of Obligor, its officers, employees and agents, or arose out of installation, operation, possession, storage or use of any item of the Equipment, to the maximum extent permitted by law.

VI. Title and Security Interest

Section 6.01 Title. Title to the Equipment shall vest in Obligor when Obligor acquires and accepts the Equipment. Title to the Equipment will automatically transfer to the Obligee in the event Obligor non-appropriates under Section 4.01 or in the event Obligor defaults under Section 9.01. In such event, Obligor shall execute and deliver to Obligee such documents as Obligee may request to evidence the passage of legal title to the Equipment to Obligee.

Section 6.02 Security Interest. To secure the payment of all Obligor's obligations under this Contract, as well as all other obligations, debts and liabilities, plus interest thereon, whether now existing or subsequently created, Obligor hereby grants to Obligee a security interest under the Uniform Commercial Code constituting a first lien on the Equipment described more fully on Exhibit A, including any and all additional collateral listed on any other Exhibit A. The security interest established by this section includes not only all additions, attachments, repairs and replacements to the Equipment but also all proceeds therefrom. Obligor authorizes Obligee to prepare and record any Financing Statement required under the Uniform Commercial Code to perfect the security interest created hereunder. Obligor agrees that any Equipment listed on Exhibit A is and will remain personal property and will not be considered a fixture even if attached to real property.

VII. Assignment

Section 7.01 Assignment by Obligor. All of Obligor's rights, title and/or interest in and to this Contract may be assigned and reassigned in whole or in part to one or more assignees or sub-assignees by Obligor at any time without the consent of Obligor. No such assignment shall be effective as against Obligor until the assignor shall have filed with Obligor written notice of assignment identifying the assignee. Obligor shall pay all Contract Payments due hereunder relating to such Equipment to or at the direction of Obligor or the assignee named in the notice of assignment. Obligor shall keep a complete and accurate record of all such assignments.

Section 7.02 Assignment by Obligor. None of Obligor's right, title and interest under this Contract and in the Equipment may be assigned by Obligor unless Obligor approves of such assignment in writing before such assignment occurs.

VIII. Maintenance of Equipment

Section 8.01 Equipment. Obligor shall keep the Equipment in good repair and working order, and as required by manufacturer's and warranty specifications. If Equipment consists of copiers, Obligor is required to enter into a copier maintenance/service agreement. Obligor shall have no obligation to inspect, test, service, maintain, repair or make improvements or additions to the Equipment under any circumstances. Obligor will be liable for all damage to the Equipment, other than normal wear and tear, caused by Obligor, its employees or its agents. Obligor shall pay for and obtain all permits, licenses and taxes related to the ownership, installation, operation, possession, storage or use of the Equipment. If the Equipment includes any titled vehicle(s), then Obligor is responsible for obtaining such title(s) from the State and also for ensuring that Obligee is listed as First Lienholder on all of the title(s). Obligor shall not use the Equipment to haul, convey or transport hazardous waste as defined in the Resource Conservation and Recovery Act, 42 U.S.C. 6901 et. seq. Obligor agrees that Obligor or its Assignee may execute any additional documents including financing statements, affidavits, notices, and similar instruments, for and on behalf of Obligor which Obligor deems necessary or appropriate to protect Obligor's interest in the Equipment and in this Contract. Obligor shall allow Obligor to examine and inspect the Equipment at all reasonable times.

IX. Default

Section 9.01 Events of Default defined. The following events shall constitute an "Event of Default" under this Contract:

- (a) Failure by Obligor to pay any Contract Payment listed on Exhibit B for fifteen (15) days after such payment is due according to the Payment Date listed on Exhibit B.

- (b) Failure to pay any other payment required to be paid under this Contract at the time specified herein and a continuation of said failure for a period of fifteen (15) days after written notice by Obligor that such payment must be made. If Obligor continues to fail to pay any payment after such period, then Obligor may, but will not be obligated to, make such payments and charge Obligor for all costs incurred plus interest at the highest lawful rate.
- (c) Failure by Obligor to observe and perform any warranty, covenant, condition, promise or duty under this Contract for a period of thirty (30) days after written notice specifying such failure is given to Obligor by Obligor, unless Obligor agrees in writing to an extension of time. Obligor will not unreasonably withhold its consent to an extension of time if corrective action is instituted by Obligor. Subsection (c) does not apply to Contract Payments and other payments discussed above.
- (d) Any statement, material omission, representation or warranty made by Obligor in or pursuant to this Contract which proves to be false, incorrect or misleading on the date when made regardless of Obligor's intent and which materially adversely affects the rights or security of Obligor under this Contract.
- (e) Any provision of this Contract which ceases to be valid for whatever reason and the loss of such provision would materially adversely affect the rights or security of Obligor.
- (f) Except as provided in Section 4.01 above, Obligor admits in writing its inability to pay its obligations.
- (g) Obligor defaults on one or more of its other obligations.
- (h) Obligor becomes insolvent, is unable to pay its debts as they become due, makes an assignment for the benefit of creditors, applies for or consents to the appointment of a receiver, trustee, conservator, custodian, or liquidator of Obligor, or all or substantially all of its assets, or a petition for relief is filed by Obligor under federal bankruptcy, insolvency or similar laws, or is filed against Obligor and is not dismissed within thirty (30) days thereafter.

Section 9.02 Remedies on Default: Whenever any Event of Default exists, Obligor shall have the right to take one or any combination of the following remedial steps:

- (a) With or without terminating this Contract, Obligor may declare all Contract Payments and other amounts payable by Obligor hereunder to the end of the then current Budget Year to be immediately due and payable.
- (b) With or without terminating this Contract, Obligor may require Obligor at Obligor's expense to redeliver any or all of the Equipment and any additional collateral to Obligor as provided below in Section 9.04. Such delivery shall take place within fifteen (15) days after the Event of Default occurs. If Obligor fails to deliver the Equipment and any additional collateral, Obligor may enter the premises where the Equipment and any additional collateral is located and take possession of the Equipment and any additional collateral and charge Obligor for costs incurred. Notwithstanding that Obligor has taken possession of the Equipment and any additional collateral, Obligor shall still be obligated to pay the remaining Contract Payments due up until the end of the then current Original Term or Renewal Term. Obligor will be liable for any damage to the Equipment and any additional collateral caused by Obligor or its employees or agents.
- (c) Obligor may take whatever action at law or in equity that may appear necessary or desirable to enforce its rights. Obligor shall be responsible to Obligor for all costs incurred by Obligor in the enforcement of its rights under this Contract including, but not limited to, reasonable attorney fees.

Section 9.03 No Remedy Exclusive: No remedy herein conferred upon or reserved to Obligor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Contract now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or shall be construed to be a waiver thereof.

Section 9.04 Return of Equipment and Storage:

- (a) **Surrender:** The Obligor shall, at its own expense, surrender the Equipment, any additional collateral and all required documentation to evidence transfer of title from Obligor to the Obligor in the event of a default or a non-appropriation by delivering the Equipment and any additional collateral to the Obligor to a location accessible by common carrier and designated by Obligor. In the case that any of the Equipment and any additional collateral consists of software, Obligor shall destroy all intangible items constituting such software and shall deliver to Obligor all tangible items constituting such software. At Obligor's request, Obligor shall also certify in a form acceptable to Obligor that Obligor has complied with the above software return provisions and that they will immediately cease using the software and that they shall permit Obligor and/or the vendor of the software to inspect Obligor's locations to verify compliance with the terms hereto.
- (b) **Delivery:** The Equipment and any additional collateral shall be delivered to the location designated by the Obligor by a common carrier unless the Obligor agrees in writing that a common carrier is not needed. When the Equipment and any additional collateral is delivered into the custody of a common carrier, the Obligor shall arrange for the shipping of the item and its insurance in transit in accordance with the Obligor's instructions and at the Obligor's sole expense. Obligor at its expense shall completely sever and disconnect the Equipment and any additional collateral or its component parts from the Obligor's property all without liability to the Obligor. Obligor shall pack or crate the Equipment and any additional collateral and all of the component parts of the Equipment and any additional collateral carefully and in accordance with any recommendations of the manufacturer. The Obligor shall deliver to the Obligor the plans, specifications, operation manuals or other warranties and documents furnished by the manufacturer or vendor on the Equipment and any additional collateral and such other documents in the Obligor's possession relating to the maintenance and methods of operation of such Equipment and any additional collateral.
- (c) **Condition:** When the Equipment is surrendered to the Obligor it shall be in the condition and repair required to be maintained under this Contract. It will also meet all legal regulatory conditions necessary for the Obligor to sell or lease it to a third party and be free of all liens. If Obligor reasonably determines that the Equipment or an item of the Equipment, once it is returned, is not in the condition required hereby, Obligor may cause the repair, service, upgrade, modification or overhaul of the Equipment or an item of the Equipment to achieve such condition and upon demand, Obligor shall promptly reimburse Obligor for all amounts reasonably expended in connection with the foregoing.
- (d) **Storage:** Upon written request by the Obligor, the Obligor shall provide free storage for the Equipment and any additional collateral for a period not to exceed 60 days after the expiration of the Contract Term before returning it to the Obligor. The Obligor shall arrange for the insurance described to continue in full force and effect with respect to such item during its storage period and the Obligor shall reimburse the Obligor on demand for the incremental premium cost of providing such insurance.

X. Miscellaneous

Section 10.01 Notices: All notices shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, to the parties at their respective places of business as first set forth herein or as the parties shall designate hereafter in writing.

Section 10.02 Binding Effect: Obligor acknowledges this Contract is not binding upon the Obligor or its assignees unless the Conditions to Funding listed on the Documentation Instructions have been met to Obligor's satisfaction, and Obligor has executed the Contract. Thereafter, this Contract shall inure to the benefit of and shall be binding upon Obligor and Obligor and their respective successors and assigns.

Section 10.03 Severability: In the event any provision of this Contract shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 10.04 Amendments, Addenda, Changes or Modifications: This Contract may be amended, added to, changed or modified by written agreement duly executed by Obligor and Obligor. Furthermore, Obligor reserves the right to directly charge or amortize into the remaining balance due from Obligor, a reasonable fee, to be determined at that time, as compensation to Obligor for the additional administrative expense resulting from such amendment, addenda, change or modification requested by Obligor.

Section 10.05 Execution in Counterparts: This Contract may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 10.06 Captions: The captions or headings in this Contract do not define, limit or describe the scope or intent of any provisions or sections of this Contract.

Section 10.07 Master Contract: This Contract can be utilized as a Master Contract. This means that the Obligor and the Obligor may agree to the financing of additional Equipment under this Contract at some point in the future by executing one or more Additional Schedules to Exhibit A and Exhibit B, as well as other exhibits or documents that may be required by Obligor. Additional Schedules will be consecutively numbered on each of the exhibits which make up the Additional Schedule and all the terms and conditions of the Contract shall govern each Additional Schedule.

Section 10.08 Entire Writing: This Contract constitutes the entire writing between Obligor and Obligor. No waiver, consent, modification or change of terms of this Contract shall bind either party unless in writing and signed by both parties, and then such waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, representations, conditions, or warranties, express or implied, which are not specified herein regarding this Contract, the Equipment or any additional collateral, financed hereunder. Any terms and conditions of any purchase order or other documents submitted by Obligor in connection with this Contract which are in addition to or inconsistent with the terms and conditions of this Contract will not be binding on Obligor and will not apply to this Contract.

Section 10.09 Kansas Cash Basis Law: The amount or capital cost required to purchase the Equipment if the Obligor paid cash for the Equipment on the day the Contract is booked is the amount listed on Exhibit B, plus any down payment made by the Obligor. The Annual average effective interest cost is also listed on Exhibit B. There are NO amounts included in the Contract Payments for services, maintenance, insurance or other charges.

Obligee and Obligor have caused this Contract to be executed in their names by their duly authorized representatives listed below.

Sample Contract

Signature

Printed Name and Title

Signature

Printed Name and Title

SAMPLE

EXHIBIT A
DESCRIPTION OF EQUIPMENT

RE: Taxable Government Obligation Contract dated as of _____, between (Obligee) and Sample Contract (Obligor)

Below is a detailed description of all the items of Equipment including quantity, model number and serial number where applicable:

Physical Address of Equipment after Delivery : _____

EXHIBIT B
PAYMENT SCHEDULE

RE: Taxable Government Obligation Contract dated as of _____, between (Obligee) and Sample Contract (Obligor)

Date of First Payment:
 Original Balance:
 Total Number of Payments:
 Number of Payments Per Year:
 Interest Rate:

Pmt No.	Due Date	Contract Payment	Applied to Interest	Applied to Principal	*Purchase Option Price
--------------------	---------------------	-----------------------------	--------------------------------	---------------------------------	-----------------------------------

Sample Contract

 Signature

 Printed Name and Title

*Assumes all Contract Payments due to date are paid

EXHIBIT C
CERTIFICATE OF ACCEPTANCE

RE: Taxable Government Obligation Contract dated as of _____, between (Obligee) and Sample Contract (Obligor)

I, the undersigned, hereby certify that I am a duly qualified representative of Obligor and that I have been given the authority by the Governing Body of Obligor to sign this Certificate of Acceptance with respect to the above referenced Contract. I hereby certify that:

1. The Equipment described on Exhibit A has been delivered and installed in accordance with Obligor's specifications.
2. Obligor has conducted such inspection and/or testing of the Equipment as it deems necessary and appropriate, and hereby acknowledges that it accepts the Equipment for all purposes.
3. Obligor has appropriated and/or taken other lawful actions necessary to provide moneys sufficient to pay all Contract Payments required to be paid under the Contract during the current Budget Year of Obligor, and such moneys will be applied in payment of all Contract Payments due and payable during such current Budget Year.
4. Obligor has obtained insurance coverage as required under the Contract from an insurer qualified to do business in the State.
5. No event or condition that constitutes or would constitute an Event of Default exists as of the date hereof.
6. The governing body of Obligor has approved the authorization, execution and delivery of this Contract on its behalf by the authorized representative of Obligor who signed the Contract.
7. Please list the Source of Funds (Fund Item in Budget) for the Contract Payments that come due under Exhibit B of this Contract.

Source of Funds : _____

By signing below, Obligor hereby authorizes the General Fund of the Obligor as a backup source of funds from which the Contract Payments can be made.

Sample Contract

 Signature

 Printed Name and Title

EXHIBIT D
OBLIGOR RESOLUTION

RE: Taxable Government Obligation Contract dated as of _____, between (Obligee) and Sample Contract (Obligor)

At a duly called meeting of the Governing Body of the Obligor (as defined in the Contract) held on _____ the following resolution was introduced and adopted:

BE IT RESOLVED by the Governing Body of Obligor as follows:

1. **Determination of Need.** The Governing Body of Obligor has determined that a true and very real need exists for the acquisition of the Equipment described on Exhibit A of the Taxable Government Obligation Contract dated as of _____, between Sample Contract (Obligor) and (Obligee).
2. **Approval and Authorization.** The Governing Body of Obligor has determined that the Contract, substantially in the form presented to this meeting, is in the best interests of the Obligor for the acquisition of such Equipment, and the Governing Body hereby approves the entering into of the Contract by the Obligor and hereby designates and authorizes the following person(s) to execute and deliver the Contract on Obligor's behalf with such changes thereto as such person(s) deem(s) appropriate, and any related documents, including any Escrow Agreement, necessary to the consummation of the transaction contemplated by the Contract.

Authorized Individual(s): _____

(Typed or Printed Name and Title of Individual(s) authorized to execute the Contract)

3. **Adoption of Resolution.** The signatures below from the designated individuals from the Governing Body of the Obligor evidence the adoption by the Governing Body of this Resolution.

Signature: _____

(Signature of Secretary, Board Chairman or other member of the Governing Body)

Printed Name & Title: _____

(Printed Name and Title of Individual who signed directly above)

Attested By: _____

(Signature of one additional person who can witness the passage of this Resolution)

Printed Name & Title: _____

(Printed Name of Individual who signed directly above)

Backup material for agenda item:

- b. Consideration to purchase plants for the East Chestnut and South Washington Roundabouts from Master Landscape Inc. in the amount of \$8,898.01.

City of Junction City

City Commission

Agenda Memo

18 October, 2016

From: Edward Lazear, Parks and Recreations Director
To: Allen Dinkel, City Manager, and City Commission
Subject: **Consideration to purchase plants for the East Chestnut and South Washington Roundabouts.**

Objective: Beatification of Roundabouts at City Entrances

Explanation of Issue: The South Washington roundabout landscaping was completed in 2005 and the East Chestnut roundabout landscaping in 2007. Many of the current landscape plants have died and or are in poor condition. Staff contacted Master Landscape Inc. of Manhattan Kansas to redesign the roundabout landscapes with resilient plants that would provide season long colors and reduce the labor required for maintenance. Parks Staff with assistance from Master Landscape Inc. would install the plants.

I -70 & S Washington roundabout plants \$2,783.69

I – 70 & East Chestnut roundabout plants \$6,114.32

Budget Impact: The 2016 Parks Maintenance operating budget currently has \$2,000.00 for this project.

Special Considerations: None

Alternatives: It appears that the City Commission has the following alternatives concerning the issues at hand. The Commission may:

1. Approve
2. Disapprove
3. Table the request.

Recommendation: Staff recommends approval of this purchase

Suggested Motion: Commissioner _____ moves to approve the purchase of plants for the Chestnut and Washington Street roundabouts from Master Landscape Inc. in the amount of \$8,898.01

Enclosures: Master Landscape proposal.



Proposal

Master Landscape Inc.

Client Name: Junction City, KS
Project Name: I-70 & S. Washington Roundabout
Jobsite Address: 2307 Jackson Junction, KS 66441
Estimate ID: EST444253
Date: Oct 03, 2016

Billing Address: 2307 Jackson Junction, KS 66441

I-70 & S. Washington Round about Landscape Plant delivery \$2,783.69

15 Each	Calamagrostis x acutiflora 'Karl Foerster' (Reed Grass) - #3	\$34.50	\$517.50
15 Each	Veronica spicata 'Sunny Border Blue' (Speedwell) - #1	\$9.25	\$138.75
12 Each	Liatris spicata 'Kobold' (Gay feather) - #1	\$9.52	\$114.24
22 Each	Sedum kamtschaticum (Sedum) - #1	\$9.25	\$203.50
12 Each	Sedum 'Dragon's Blood' (Sedum) - #1	\$9.25	\$111.00
25 Each	Phlox subulata 'Pink' (Creeping Phlox-pink) - #1	\$9.25	\$231.25
10 Each	Buxus x 'Green Velvet' (Boxwood) - #3	\$42.00	\$420.00
18 Each	Rudbeckia fulgida 'Goldsturm' (Black-eyed Susan) - #1	\$9.25	\$166.50
9 Each	Echinacea purpurea 'Magnus' (Coneflower) - #1	\$9.25	\$83.25
18 Each	Nepeta faassenii 'Blue Wonder' (Catmint) - #1	\$9.25	\$166.50
60 Each	Hemerocallis 'Happy Returns' (Canary Yellow Daylily) - #1	\$9.52	\$571.20
	Delivery Fee	Master Landscape Inc. is not responsible for concrete damage past the curb line	
			\$60.00

Junction City Roundabout (Washington St. & 1-70)



Phlox subulata 'Pink'



Sedum 'Dragon's Blood'

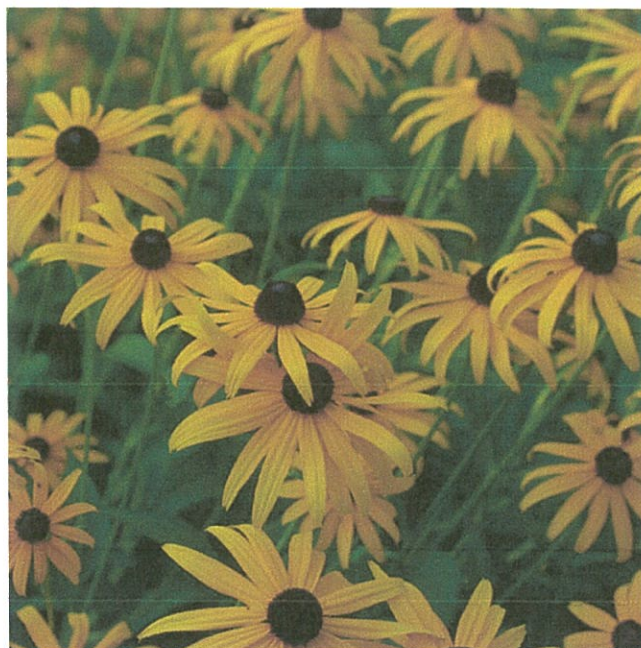


Sedum kamtschaticum

Junction City Roundabout (Washington St. & 1-70)



Veronica 'Sunny Border Blue'



Rudbeckia 'Black Eyed Susan'



Calamagrostis x acutiflora 'Karl Foerster'

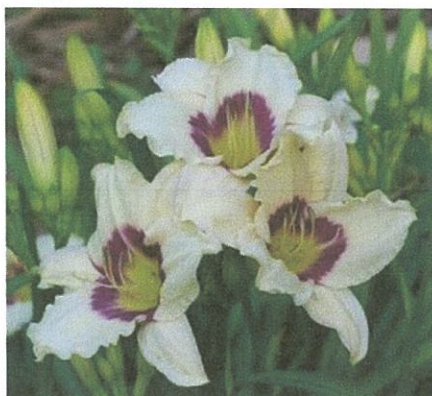


Nepeta faassenii 'Blue Wonder' (Catmint)

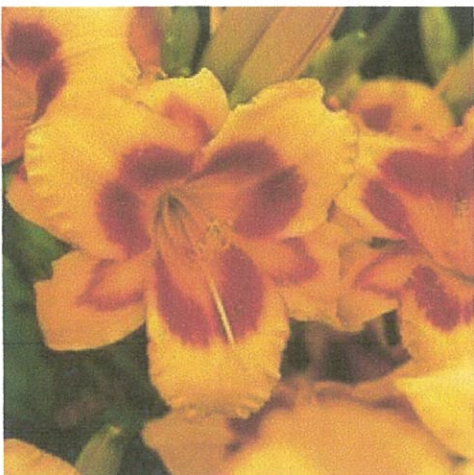
Juntion City Roundabout (Washington St. & 1-70)



'Pandora's Box' & 'Rocket City' Daylilies

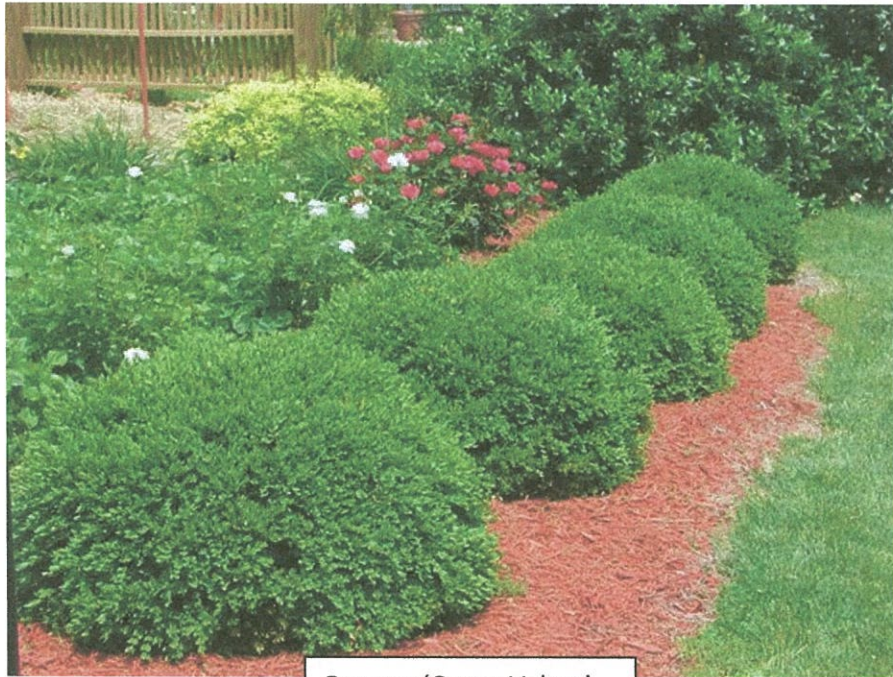


'Pandora's Box' & 'Ruby Sentinel'



'Black Eyed Susan' & 'Ruby Stella'

Juntion City Roundabout (Washington St. & 1-70)



Buxus x 'Green Velvet'



Echinacea purpurea 'Magnus'



Proposal

Master Landscape Inc.

Client Name: Junction City, KS
Project Name: E. Chestnut & I-77 Roundabout
Jobsite Address: 2307 Jackson Junction, KS 66441
Estimate ID: EST445925
Date: Oct 05, 2016

Billing Address: 2307 Jackson Junction, KS 66441

E. Chestnut & I-77 Round about Plant delivery

\$6,114.32

This estimate includes:

Delivery of plant material to site on date specified by Owner.

120 Each	Liriope muscari 'Variegata' - #1	\$9.52	\$1,142.40
18 Each	Hemerocallis 'Ruby Stella' (Ruby Daylily) - #1	\$9.52	\$171.36
12 Each	Spirea japonica 'Magic Carpet' (Orange Red Spirea) - #3	\$34.06	\$408.72
12 Each	Salvia nemorosa 'Dwarf Blue Queen' (Salvia) - #1	\$9.25	\$111.00
12 Each	Weigela florida 'Wine & Roses' (Weigela) - #3	\$37.35	\$448.20
24 Each	Weigela florida 'Dark Horse' (Weigela) - #2	\$34.06	\$817.44
6 Each	Calamagrostis x 'Brachytricha' (Reed Grass) Warm Season - #5	\$40.26	\$241.56
14 Each	Rudbeckia fulgida 'Goldsturm' (Black-eyed Susan) - #1	\$9.25	\$129.50
8 Each	Buxus x 'Green Velvet' (Boxwood) - #3	\$42.00	\$336.00
8 Each	Callicarpa dichotoma (Beautyberry) - #7	\$34.52	\$276.16
18 Each	Hemerocallis 'Happy Returns' (Canary Yellow Daylily) - #1	\$9.52	\$171.36
18 Each	Hemerocallis 'Ruby Sentinel' (Red Daylily) - #1	\$9.52	\$171.36
12 Each	Asclepias Tuberosa (Butterfly)	\$12.53	\$150.36

Page 1 of 3

2040 Fort Riley Blvd
Manhattan, KS 66502-3936

p. 785-539-2842

www.masterlandscapeinc.com
email: june@masterlandscapeinc.com

	Milkweed) - #1			
6 Each	Calamagrostis x acutiflora 'El Dorado" (Reed Grass) - #2	\$34.50		\$207.00
14 Each	Echinacea purpurea 'Magnus' (Coneflower) - #1	\$9.25		\$129.50
120 Each	Liriope muscari 'Big Blue' - #1	\$9.52		\$1,142.40
	Delivery Fee		Master Landscape Inc. is not responsible for concrete damage past the curb line	\$60.00

Junction City Roundabout (E. Chestnut & S. East St.)



Weigela 'Wine & Roses'



Spirea japonica (Magic Carpet Spirea)

Junction City Roundabout (E. Chestnut & S. East St.)



Liriope muscari 'Big Blue'



Echinacea purpurea 'Magnus'



Calamagrostis x acutiflora 'El Dorado'

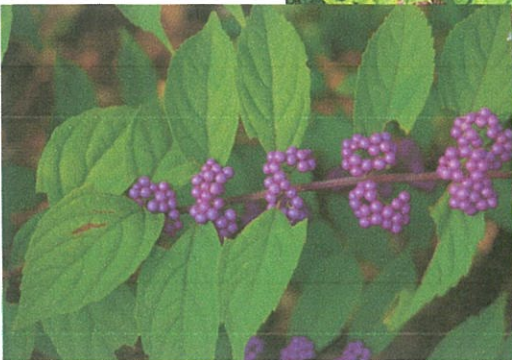


Asclepias tuberosa (Butterfly Milkweed)

Junction City Roundabout (E. Chestnut & S. East St.)

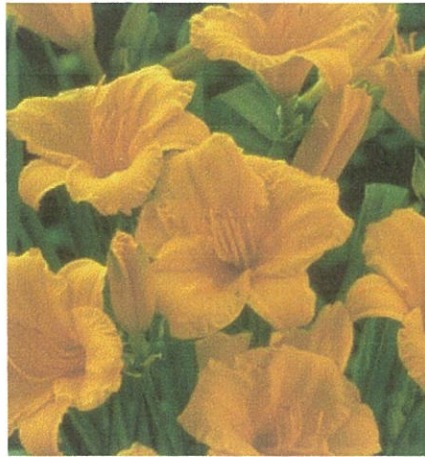


Buxus x 'Green Velvet'



Callicarpa dichotoma (Beautyberry)

Junction City Roundabout (E. Chestnut & S. East St.)



Hemerocallis 'Ruby Stella' & 'Stella D'Oro' (Daylilies)



Hemerocallis 'Happy Returns' & 'Ruby Sentinel' (Daylilies)



Weigela 'Dark Horse'

Junction City Roundabout (E. Chestnut & S. East St.)



Liriope muscari 'Variegata'



Rudbeckia fulgida (Black Eyed Susan)



Calamagrostis brachytricha



Salvia 'Dwarf Blue Queen'

Backup material for agenda item:

- c. Consideration of Bids Received to Construct Additional Restroom Facilities at Rathert Stadium in the amount of \$57,879.10.

City of Junction City

City Commission

Agenda Memo

18 October, 2016

From: Edward Lazear, Parks and Recreations Director
To: Allen Dinkel, City Manager, and City Commission
Subject: **Consideration of bids received to construct additional restroom facilities at Rathert Stadium**

Objective: Consideration of Bids Received

Explanation of Issue: Rathert Stadium, a WPA project built in 1937, is now home to The Junction City Brigade, American Legion and Junction City Blue Jay Baseball. The current stadium configuration offers only four restrooms stalls that are available to the public. The Junction City Brigade attract crowds that average a minimum of 250 to 300 spectators with peak crowds near 500. This additional restroom facility is designed to add six additional restroom stalls at the stadium to be located near the Diamond Deck area.

Staff as the General Contractor requested bids from area vendors to complete the following components of the construction.

Public Works Staff footings and concrete slab concrete cost estimate \$4,000.00.

Smalls Plumbing & Heating plumbing fixtures and sewer connection. \$12,460.00

McCaleb Electric wiring and lighting fixtures. \$7,500.00

Jon Doe Enterprises construction of building. \$8,254.00

Jon Doe Enterprises labor to install cultured stone siding \$4,500.00

Home Lumber all building materials including cultured stone. \$21,165.10

Total project cost \$57,879.10

Budget Impact: This project was budgeted in the 2016 Parks Maintenance Budget at \$60,000.00

Special Considerations: None

Alternatives: It appears that the City Commission has the following alternatives concerning the issues at hand. The Commission may:

1. Approve
2. Reject

3. Table the issue

Recommendation: Staff recommends the commission approve the construction of this restroom facility at Rathert Stadium.

Suggested Motion:

Commissioner _____ moves approve the construction of a restroom facility at Rathert Stadium

Enclosures: None

Backup material for agenda item:

- d. Consideration of Ordinance No. S-3184, the reconsidered and resubmitted recommendation of the Metropolitan Planning Commission to rezone the property at 816 West Chestnut from "RS" Suburban Residential to "PDD" Planned Development District.

City of Junction City

City Commission

Agenda Memo

October 18, 2016

From: David L. Yearout, AICP, CFM, Director of Planning and Zoning

To: City Commission & Allen Dinkel, City Manager

Subject: Case No. Z-08-01-16 – Request to rezone certain property in Junction City, Kansas, located at 816 West Chestnut Street (S-3184)

Issue: Consideration of the request initiated by the Metropolitan Planning Commission to consider the rezoning of the property at 816 West Chestnut Street from “RS” Suburban Residential to “PDD” Planned Development District.

Explanation of Issue: This request was returned to the Metropolitan Planning Commission at the September 20, 2016, meeting because the City Commission, as stated in the Zoning Regulations, voted to “return such recommendation to the Planning Commission”.

The Metropolitan Planning Commission reconsidered its recommendation at its regular meeting on October 13, 2016, even though the City Commission failed to provide the required “statement specifying the basis for the Governing Body's failure to approve or disapprove”. Extensive discussion was held regarding all the issues raised at the City Commission; especially concerning “spot zoning” and whether rezoning the property to the “PDD” Planned Development District was a subterfuge method to gain a “variance” and would establish a precedent for others to do the same to avoid the regulations. In particular, the example used was the idea to use a rezone to a “PDD” to be allowed to place a car port on the front property line or on the side yard line.

With regard to the idea of this being “spot zoning”, staff reviewed the Zoning Regulations, especially the stated Purpose for the establishment of the “PDD”, which was first introduced as early as 1971 and was probably in the regulations adopted in 1966 or 1968. The stated purpose of the “PDD” is to provide the necessary flexibility to address development and redevelopment of property that would not be allowed under the traditional zoning districts established in the Regulations. The Purpose and General Standards indicate the authority of this zoning classification is to provide flexibility in the standards and restrictions imposed by the “traditional zoning districts” to allow development or redevelopment to occur. Additionally, there is absolutely no minimum acreage requirement for the use of this zoning classification and, as noted below and within the staff reports, this zoning “tool” has been used to address unusual issues within the community in the past.

The City Commission will recall this concerns the rezoning of this property to the “PDD” Planned Development District in order to establish a special, reduced side yard setback on the east side of the property to allow the reconstruction of the attached, single-car garage into a double-car garage. As noted in the staff reports, this landowner requested a variance from the Board of Zoning Appeals for this proposed expansion to the existing home, which was denied because of statutory limitations on variances. It was determined this rezoning would provide a mechanism under the Zoning Regulations to accommodate the reduction in the side yard setbacks. This is not the first time this process has been used within Junction City to provide flexibility to address this sort of situation.

The Metropolitan Planning Commission first held a public hearing on August 11, 2016, to consider this request. Following considerable discussion regarding this request, including addressing the “concerns” expressed by the City Manager, and by unanimous vote, the MPC recommended the rezoning of the property at 816 West Chestnut Street, from “RS” Suburban Residential to “PDD” Planned Development District, be recommended for approval, subject to the limitation being the reduction in the side yard setback is as shown on the submitted plans, for the reasons outlined in the staff report and the minutes.

As noted above, the MPC reconsidered this request on October 13, 2016, and by unanimous vote (5-0, with two absent) return the original recommendation to the Governing Body with no change in the recommendation.

The MPC unanimously indicated that if there are specific changes or modifications to the existing Junction City Zoning Regulations the governing body wishes to be considered, the MPC is prepared to address those issues.

Alternatives: The controlling alternatives for this case at this point are outlined in the Junction City Zoning Regulations and read as follows:

SECTION 445.120: ADOPTION OF AMENDMENTS

- A. Upon the receipt of the recommendation of the Planning Commission and the expiration of the 14-day protest period as provided by K.S.A 12-757(e), the Governing Body shall consider the proposed amendment at their next regular meeting. The Governing Body may approve the recommendation of the Planning Commission, override the Planning Commission's recommendation by a two-thirds (2/3) majority vote of the total membership of the Governing Body, or return such recommendation to the Planning Commission with a statement specifying the basis for the Governing Body's failure to approve or disapprove.”
- B. When the proposed amendment is referred back to the Planning Commission, the Planning Commission shall reconsider the proposed amendment and may submit its original recommendation giving the reasons therefor, or an amended recommendation. The Governing Body may then take whatever action it deems appropriate. If the Planning Commission fails to deliver its recommendation to the Governing Body following the Planning Commission's next regular meeting after receipt of the Governing Body's report, the Governing Body shall consider such inaction a resubmission of the original recommendation.
- C. If a proposed amendment is not acted upon finally by the City Governing Body within one hundred twenty (120) days after the report of the Planning Commission is submitted to it, such proposed amendment shall be deemed to have been defeated and denied, unless the applicant for such amendment shall have consented to an extension of such period of time. Whenever a proposed amendment is defeated, either by vote of the City Governing Body or by reason of the operation of this Section, such amendment shall not thereafter be passed without a further public hearing and notice thereof as provided in Article II of this Chapter. (Zoning §12-401; Ord. No. 792 §11, 3-17-92)

Staff Recommendation: Accept the resubmitted recommendation of the MPC and approve the Ordinance that will rezone the property at 816 West Chestnut Street from “RS” Suburban Residential to “PDD” Planned Development District. Staff strongly believes this DOES NOT establish any precedent and that this is within the spirit and intent of the Zoning Regulations of the City of Junction City as those regulations have been administered within the past several years.

Suggested Motion:

Commissioner _____ moved that the recommendation of the Metropolitan Planning Commission be accepted and that Ordinance No. S-3184, an ordinance granting the rezoning of the property at 816 West Chestnut Street from "RS" Suburban Residential to "PDD" Planned Development District, be approved.

Commissioner _____ seconded the motion.

Enclosures:

MPC Minutes of August 11, 2016
Staff Reports
Ordinance S-3184

ORDINANCE NO. S-3184

AN ORDINANCE REZONING CERTAIN PROPERTY WITHIN THE CORPORATE LIMITS OF THE CITY OF JUNCTION CITY, KANSAS.

WHEREAS, application was made by the Metropolitan Planning Commission, agent, on behalf of Richard and Betsy Young, owners, to rezone the property at 816 West Chestnut Street in Junction City, Kansas, from “RS” Suburban Residential District to “PDD” Planned Development District; and,

WHEREAS, the Metropolitan Planning Commission of Junction City/Milford/Geary County conducted a public hearing on Case No. Z-08-01-16, following published notification in accordance with K.S.A. 12-741, et. seq., as amended, on August 11, 2016; and

WHEREAS, The Metropolitan Planning Commission has recommended the City Commission of the City of Junction City, Kansas, approve the rezoning of the property at 816 West Chestnut Street, Junction City, Kansas, from “RS” Suburban Residential District to “PDD” Planned Development District.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF JUNCTION CITY, KANSAS, that:

Section 1. The following described property located at 816 West Chestnut Street is hereby rezoned from “RS” Suburban Residential District to “PDD” Planned Development District:

Lot 3, Block 3A, Unit No. 5, Crestview Addition to Junction City, Kansas.

Section 2. This approval shall be subject to the understanding the improvements to the existing structure shall only be allowed to encroach into the side yard setback to the extent as shown on the site plan submitted and a part of the file on this rezoning in the Planning and Zoning Department. Other modifications to the structure or property may be made so that the setbacks required in the “RS” Suburban Residential District are met without further modifications to this approval.

Section 3. The Zoning Administrator of the City of Junction City, Kansas, is hereby ordered and directed to cause said designation to be made on the Official Zoning Map of said City in his custody and to show the property herein described to be zoned as Planned Development District (PDD).

Section 4. This Ordinance shall be in full force and effect from and after its publication once in the Junction City Daily Union.

PASSED AND ADOPTED THIS _____ DAY OF SEPTEMBER, 2016.

Mick McCallister, Mayor

ATTEST:

Shawna Settles, City Clerk

Alan Dinkel
Catherine Logan
RE: Zoning Case at 816 West Chestnut

At the City Commission meeting on Tuesday, September 20, 2016, the City Commission (Governing Body) voted to return the recommendation of the Metropolitan Planning Commission (MPC) to approve this rezoning to the MPC for further consideration.

The process for consideration of this case is governed by K.S.A. 12-757, as well as the provision of the Junction City Zoning Regulations found in Section 455.120 – Adoption of Amendments in the Municipal Code. That section states as follows:

SECTION 445.120: ADOPTION OF AMENDMENTS

- A. Upon the receipt of the recommendation of the Planning Commission and the expiration of the 14-day protest period as provided by K.S.A 12-757(e), the Governing Body shall consider the proposed amendment at their next regular meeting. The Governing Body may approve the recommendation of the Planning Commission, override the Planning Commission's recommendation by a two-thirds (2/3) majority vote of the total membership of the Governing Body, or return such recommendation to the Planning Commission **“with a statement specifying the basis for the Governing Body's failure to approve or disapprove.”** (emphasis added)
- B. When the proposed amendment is referred back to the Planning Commission, the Planning Commission shall reconsider the proposed amendment and may submit its original recommendation giving the reasons therefor, or an amended recommendation. The Governing Body may then take whatever action it deems appropriate. If the Planning Commission fails to deliver its recommendation to the Governing Body following the Planning Commission's next regular meeting after receipt of the Governing Body's report, the Governing Body shall consider such inaction a resubmission of the original recommendation.
- C. If a proposed amendment is not acted upon finally by the City Governing Body within one hundred twenty (120) days after the report of the Planning Commission is submitted to it, such proposed amendment shall be deemed to have been defeated and denied, unless the applicant for such amendment shall have consented to an extension of such period of time. Whenever a proposed amendment is defeated, either by vote of the City Governing Body or by reason of the operation of this Section, such amendment shall not thereafter be passed without a further public hearing and notice thereof as provided in Article II of this Chapter. (Zoning §12-401; Ord. No. 792 §11, 3-17-92)

As noted in Paragraph (A) above, the Governing Body (City Commission) may: “return such recommendation to the Planning Commission with a statement specifying the basis for the Governing Body's failure to approve or disapprove”.

Please provide the “statement specifying the basis for the Governing Body’s failure to approve or disapprove”, so I can provide that information to the MPC.



**JUNCTION CITY/MILFORD/GEARY COUNTY
METROPOLITAN PLANNING COMMISSION
BOARD OF ZONING APPEALS**



STAFF REPORT

October 13, 2016

TO: Metropolitan Planning Commission / Board of Zoning Appeals

FM: David L. Yearout, AICP, CFM, Director of Planning and Zoning

SUBJECT: Z-08-01-16 – Request initiated by the Metropolitan Planning Commission to rezone the property at 816 West Chestnut Street from “RS” Suburban Residential to “PDD” Planned Development District – Richard and Betsy Young.

Background: This is the request initiated by the Metropolitan Planning Commission to consider the rezoning of the property at 816 West Chestnut Street from “RS” Suburban Residential to “PDD” Planned Development District. The case was initiated in light of the decision made in July of 2016 regarding the request of John Farrow, agent, for Richard and Betsy Young, owners, for a variance from the Junction City Zoning Regulations to allow construction of an addition in the required side yard in the “RS” Suburban Residential District, at 816 West Chestnut Street, Junction City, Geary County, Kansas. That variance request was denied.

This case was presented to the Junction City City Commission on Tuesday, September 20, 2016. At that meeting, a motion to overturn the recommendation of approval of this request was made. That motion died for lack of a second. Following further discussion, the City Commission sent this case back to the MPC for reconsideration.

According to the Junction City Zoning Regulations, when a case is returned by the governing body, “....return such recommendation to the MPC (*sic*) with a statement specifying the basis for the Governing Body’s failure to approve or disapprove.” (Section 445.120(A)).

I have attached the email received from the City Manager regarding this requirement. There does not appear to be much direction from this statement, but this is all that has been received to date.

Alternatives Available:

The controlling law concerning this situation is as follows: “Section 445.120 (B) states, in part: When the proposed amendment is referred back to the Planning Commission, the Planning Commission shall reconsider the proposed amendment and may submit its original

recommendation giving the reasons therefor, or an amended recommendation.” This is the same language as in K.S.A. 12-757, which is the controlling statutes.

As such, the question before the MPC is whether to modify and/or amend the original recommendation, or to resubmit the original recommendation. This is not necessarily a new public hearing; but a reconsideration of the recommendation originally submitted, which in this case does not appear to have much communication back from the governing body.

Staff Recommendation: Staff recommends the original recommendation of the MPC on this case be resubmitted with no changes. Staff believes the record clearly reflects this is an appropriate use of the “PDD” Planned Development District as outlined within the Junction City Zoning Regulations, is NOT a “spot zoning”, and is a reasonable method to resolve a legitimate request of a landowner to make an improvement on his property that would be potentially less impactful than the construction of a large accessory structure 3 feet from the west property line, which is a permitted use by right.

Suggested Motion:

I move that Case No. Z-08-01-16, concerning the request initiated by the Metropolitan Planning Commission to consider the rezoning of the property at 816 West Chestnut Street from “RS” Suburban Residential to “PDD” Planned Development District to accommodate the proposed modification to the existing structure by reducing the side yard setback on the west side be resubmitted to the Governing Body with the original recommendation.



**JUNCTION CITY/MILFORD/GEARY COUNTY
METROPOLITAN PLANNING COMMISSION
BOARD OF ZONING APPEALS**



STAFF REPORT

August 11, 2016

TO: Metropolitan Planning Commission / Board of Zoning Appeals

FM: David L. Yearout, AICP, CFM, Director of Planning and Zoning

SUBJECT: Z-08-01-16 – Request initiated by the Metropolitan Planning Commission to rezone the property at 816 West Chestnut Street from “RS” Suburban Residential to “PDD” Planned Development District – Richard and Betsy Young.

Background: This is the request initiated by the Metropolitan Planning Commission to consider the rezoning of the property at 816 West Chestnut Street from “RS” Suburban Residential to “PDD” Planned Development District. The case was initiated in light of the decision made in July of 2016 regarding the request of John Farrow, agent, for Richard and Betsy Young, owners, for a variance from the Junction City Zoning Regulations to allow construction of an addition in the required side yard in the “RS” Suburban Residential District, at 816 West Chestnut Street, Junction City, Geary County, Kansas. That variance request was denied.

According to the applicant, the home was originally constructed in 1947. A single-car garage attached to the home appears to have been part of the original construction. City records indicate a kitchen addition was made in 1956, which is immediately adjacent to the garage. The only other building permit records show a reroofing and some electrical work.

The owners submitted a variance request in 2006, asking for the same variance to reduce the side yard setback to allow an addition to the garage. At the written request of the owner, Mr. Young, that request was withdrawn and no hearing was ever held.

In the variance request heard in July, the applicant requested to be allowed to construct an addition to the garage, resulting in a setback on the west side yard of 2 feet, 3 inches. The minimum setback requirement of the Junction City Zoning Regulations is 10% of the lot width, which is 85 feet, or a minimum of 8 feet. Technically, the setback on this lot is 8 feet, 6 inches. Therefore, the requested reduction in the setback was for a total of 6 feet, 3 inches.

The reason given for this request is because of the desire to provide a two-car garage for this home.

Staff believes the “spirit and intent” of the “PDD” zoning; especially as used in the older portions of the City where development occurred prior to the “modern” era; is to accommodate these properties so they can continue to be used without unduly burdening the landowners with standards and requirements that may harm the value and investment in the property. In this instance, staff believes this will allow the homeowner the ability to make a quality single-family home more consistent with modern standards in providing at least a two-car garage. It is believed this will also ensure the property retains its attractiveness for future owners, which helps justify the investment into this structure. Failure to take these steps could result in disinvestment and, ultimately, a loss of value and attractiveness of this structure, harming the owner, the neighborhood and the community.

The Zoning Regulations make certain requirements of an applicant for a Planned Development District. As has been the case in the past few requests for redevelopment in this zoning category, it is staff’s intention to “combine” several steps in the process for a Planned Development District by considering this a “preliminary” and a “final” development plan for this project. According to information provided by the applicant, there are no modifications being planned for the structure beyond the remodeling and expansion to the garage as presented.

Saying that, there are still standards and submittal requirements outlined within the Zoning Regulations that must be met and staff desires to see those standards addressed in the documentation provided for this project. In particular, the standards and submittal requirements are identified in Section 435.030 and Section 435.040 of the Zoning Regulations. Those standards and the staff comments to each are as follows.

DESIGN STANDARDS FOR PLANNED DEVELOPMENT DISTRICTS

SECTION 435.030: STANDARDS AND CRITERIA FOR PLANNED DEVELOPMENTS

A. *Standards For All Planned Developments.* A development plan shall not be inconsistent with the following general standards for use of land, and the use, type, bulk, design and location of buildings, the density or intensity of use, the common open space, the public facilities and the development by geographic division of the site:

1. The planned development can be substantially completed within the period of time specified in the schedule of development submitted by the developer.

Since no changes to the structure except the addition to the garage as presented are anticipated, this standard is either already met or not relevant.

2. The planned development will not substantially injure or damage the use, value and enjoyment of surrounding property nor hinder or prevent the development of surrounding property in accordance with the land use plan.

All of the surrounding properties are already developed and there have been no objections or concerns raised. In fact, the applicant has obtained written support for the project from the landowner to the west, whose property would be

most impacted by the proposed project. Since that landowner is supportive, staff finds no other negative impacts should occur.

3. The site will be accessible from public roads that are adequate to carry the traffic that will be imposed upon them by the proposed development and the streets and driveways on the site of the proposed development will be adequate to serve the residents or occupants of the proposed development. Traffic control signals will be provided without expense to the City when the City Governing Body determines that such signals are required to prevent traffic hazards or congestion in adjacent streets.

The existing streets adequately handle existing traffic loads; therefore, no changes are necessary.

4. The development will not impose an undue burden on public services and facilities, such as fire and police protection.

This proposal will impose no burden on these public services.

5. The entire tract or parcel of land to be occupied by the planned development shall be held in a single ownership, or if there are two (2) or more owners, the application for such planned development shall be filed jointly by all such owners.

N/A.

6. The development plan shall contain such proposed covenants, easements and other provisions relating to the bulk, location and density of residential buildings, non-residential uses and structures, and public facilities as are necessary for the welfare of the planned development and are not inconsistent with the best interests of the area. Such covenants, easements and other provisions, if part of the development plan as finally approved, may be modified, removed or released only with the consent of the City Governing Body after a public hearing before, and recommendations by, the Planning Commission as provided in Section 435.040 B(1) of this Chapter. All such covenants shall specifically provide for enforcement by the City in addition to the landowners within the development.

There have been no restrictive covenants submitted with this application. Staff has not determined whether any covenants that might be of record would even still be applicable. Staff believes the notification of the proposal for both the variance request and this rezoning have provided more than sufficient notice to allow other landowners all opportunity to raise issues had there been restrictive covenants that were still applicable.

The primary purpose of the use of the "PDD" in this instance is to accommodate the modification to the bulk requirement (i.e. side yard setback on

the west side of the structure) in order to accommodate the garage addition as proposed.

7. The Planning Commission may designate divisible geographic sections of the entire parcel to be developed as a unit, and shall, in such case, specify reasonable periods within which development of each such unit must be commenced. In the case of residential planned developments and general planned developments which contain residential buildings, the Planning Commission may permit in each unit deviations from the number of units per acre established for the entire planned development, provided such deviation shall be adjusted for in other sections of the development so that the number of dwelling units per acre authorized for the entire planned development is not affected. The period of time established for the completion of the entire development and the commencement date for each section thereof may be modified from time to time by the Planning Commission upon the showing of good cause by the Developer, provided that in no case shall any extension of time exceed twelve (12) months. The developer shall provide and record easements, covenants, shall make such other arrangements, and shall furnish such performance bond, escrow deposit, or other financial guarantees as may be determined by the Planning Commission to be reasonably required to assure performance in accordance with the development plan and to protect the public interest in the event of abandonment of said plan before completion.

Since this is a rezoning of existing property with no changes to the existing structure beyond the addition to the garage, staff does not believe this step is relevant.

8. The location and arrangement of structures, parking areas, walks, lighting and appurtenant facilities shall be compatible with the surrounding land uses, and any part of a planned development not used for structures, parking and loading areas, or access ways, shall be landscaped or otherwise improved.

The Development Plan indicates that no physical changes will occur except the addition to the garage. All other issues regarding this item are met.

9. When business or manufacturing structures or uses in a planned development district abut a residential district or residential buildings in the same development, screening shall be provided. In no event shall a business or manufacturing structure in a planned development district be located nearer than one hundred (100) feet to a residential building.

This is strictly a residential use, so nothing more need be addressed.

10. Notwithstanding any of the other provisions of this Chapter, when a shopping center is developed as a planned development district, such shopping center shall have five (5) off-street parking spaces for each one thousand (1,000) square feet of floor area in the structures located in the planned shopping center development. Such off-street parking facilities shall comply with the provisions of Chapter 420 of this Title.

N/A

11. The specifications for the width and surfacing of streets and highways, alleys, ways for public utilities, for curbs, gutters, sidewalks, street lights, public parks and playgrounds, school grounds, storm water drainage, water supply and distribution, sanitary sewers and sewage collection and treatment established in (Subdivision Regulations) Chapter 455 of the City as amended from time to time, may, within the limits hereinafter specified, be waived or modified by the Planning Commission where the Commission finds that such specifications are not required in the interests of the residents or occupants of the planned development and that the waiver or modification of such specifications would not be inconsistent with the interest of the entire City Planning Area. The City should set out:

- a. Any customary public service specifications and platting design controls which it will not modify or waive under any circumstances; and

The only modification that will be addressed within the Development Plan will be changes to the setback requirements. Staff is taking the position the ultimate approval of the Development Plan with the rezoning will authorize the modification to the side yard setback on the west side of the property.

- b. In cases where it is willing to modify any specifications, the limits of such modifications. An example of the former might relate to sewer and water standards. Examples of the latter might be a total waiver of a requirement for sidewalks or a specified reduction in street widths.

The minutes need to reflect the limits of the modifications of the setbacks being established.

12. Any modifications of the zoning or other regulations that would otherwise be applicable to the site are warranted by the design to the development plan, and the amenities incorporated in it, and are not inconsistent with the interest of the public generally.

The only modification will be the side yard setback on the west side as noted herein.

B. *Standards for Residential Planned Developments and General Planned Developments Containing Residential Buildings.*

1. Any development plan that does not propose to increase the number of dwelling units per acre that would otherwise be permitted on the property under the zoning regulations otherwise applicable thereto shall be prima facie qualified for preliminary approval insofar as residential density is concerned. A development plan may provide for a greater number of dwelling units per acre than would be permitted by the zoning regulations otherwise applicable to the site, but if the number of dwelling units per acre exceeds by more than ten percent (10%) that permitted by the zoning regulations otherwise applicable to the site, the developer has the burden to show that such excess will not have an undue and adverse impact on existing public facilities and on the reasonable enjoyment of neighboring property. The Planning Commission in determining the reasonableness of a proposed increase in the number of dwelling units per acre, shall recognize that increased density may be compensated for by additional private amenities and by increased efficiency in public services to be achieved by:
 - a. The amount, location and proposed use of common open space, and
 - b. The location, design and type of dwelling units.

The Planning Commission shall, in its determination, also consider that the physical characteristics of the site may make increased densities appropriate in the particular location.

The Development Plan shows one dwelling unit with a modification to that structure resulting in a side yard setback smaller than normally allowed, which is permitted through the Planned Development District. As previously noted, the Development Plan needs to acknowledge the granting of the reduction in the side yard setback on the west side as requested.

2. When common open space is provided in a development plan, the amount and location of such common open space shall be consistent with the declared function of the common open space as set forth in the application for a planned development district. The development plan shall include such provision for the ownership and maintenance of the common open space as are reasonably necessary to ensure its continuity, care, conservation and maintenance, and to ensure that remedial measures will be available to the City if the common open space is permitted to deteriorate or is not maintained in a condition consistent with the best interest of the planned development or of the entire City Planning Area.

As noted earlier, there is no common open space proposed; therefore nothing further must be done.

3. When a planned development includes common open space, such common open space shall never be used for the construction of any structure nor shall such open space ever be computed as a part of the required minimum lot area, or any required yard, of any other structure. Adequate safeguards, including recorded covenants, shall be provided to prevent the subsequent development of, and the future construction of structures on, such open space.

N/A

4. The total ground area occupied by buildings and structures shall not exceed thirty-five percent (35%) of the total ground area of the planned development unless previous development in the neighborhood has a greater lot coverage, in which case the development plan may increase the lot coverage of buildings and structures to correspond with the bulk of the other structures in the neighborhood.

N/A

5. Non-residential uses of a religious, educational or recreational nature shall be designed or intended primarily for the use of the residents of the planned development.

N/A

6. Non-residential uses of a business character shall be designed or intended to serve principally the residents of the planned development. No structure designed or intended to be used, in part or in whole, for business purposes shall be constructed prior to the construction of not less than thirty percent (30%) of the dwelling units proposed in the development plan.

N/A

7. Planned developments shall have yard setbacks which reflect the following considerations:
 - a. The character and intensity of adjacent development.
 - b. The size of yard setbacks provided by adjacent development.
 - c. The height and character of proposed structures within the planned development and the nature and intensity of their proposed use.
 - d. The desired character and density of the surrounding neighborhood.

The Development Plan notes the proposed setback that will be granted as a result of this approval. As stated previously, the overall Development Plan notes should clarify that no other expansion of the existing structure is

permitted to encroach within any other established setback, but we are accepting the reduction in the side yard setback on the west side resulting from the construction as proposed.

SECTION 435.040: PROCEDURE FOR SECURING APPROVAL OF A PLANNED DEVELOPMENT AND THE ESTABLISHMENT OF A PLANNED DEVELOPMENT DISTRICT

A. Preliminary Development Plan.

1. A developer seeking the establishment of a planned development district shall prepare and submit to the Planning Commission a preliminary development plan for such planned development district.

The submitted Development Plan serves as both the preliminary development plan and the final development plan. The final document will be prepared based on any modifications made during this approval process.

2. The preliminary development plan shall contain the following documents and information:
 - a. A survey of the tract that is to be developed showing existing features of the property including streets, alleys, easements, utility lines, existing land use, general topography and physical features.

Done.

- b. A site plan showing the location and arrangement of all existing and proposed structures, the proposed traffic circulation pattern within the development, the areas to be developed for parking, the points of ingress and egress, including access streets where required, the relationship of abutting land uses and zoning districts, proposed lots and blocks, if any, and proposed public or common open space, if any, including parks, playgrounds, school sites, and recreational facilities.

Done.

- c. A preliminary plat of subdivision for which concurrent approval has been applied for pursuant to the applicable ordinance rules and regulations relating to subdivision approval. (See Chapter 455).

There is no platting issues associated with this request.

- d. A statement of the anticipated residential density (when applicable), the proposed total gross floor area, and the percentage of the development which is to be occupied by structures.

This is not necessary given the nature of the project, provided the Development Plan notations are clarified as previously noted.

- e. Preliminary sketches of the proposed structures and landscaping; except that this requirement shall not apply to detached, single-family residences.

N/A

- f. When a planned development is to be constructed in stages or units, a schedule for the development of such stages or units shall be submitted. No such stage or unit shall have a residential density that exceeds by more than twenty percent (20%) the proposed residential density of the entire planned development. The above requirement may be waived upon sufficient assurances that the residential density will not be exceeded for the entire development upon completion of the planned development district.

When a planned development provides for common open space, the total area of common open space provided at any stage of development shall, at a minimum, bear the same relationship to the total open space to be provided in the entire planned development as the stages or units completed or under development bear to the entire planned development.

This is not applicable.

- g. Evidence that the applicant has sufficient control over the tract to effectuate the proposed plan, including a statement of all the ownership and beneficial interests in the tract of land and the proposed development.

This is done by the ownership of the entire tract by the applicant.

- h. When it deems it to be necessary, the Planning Commission may require a traffic survey setting out and analyzing the effect that the planned development will have upon traffic in the streets and thoroughfares adjacent to and in the vicinity of the proposed development.

Staff does not believe this is necessary.

- i. A statement showing the relationship of the planned development to the comprehensive plan and future land use map for the City.

Staff would recommend the record reflect and make a finding of this issue as part of the approval of this case.

- j. In the case of general planned developments, a statement identifying the principal types of business and/or industrial uses that are to be included in the proposed development.

N/A

- k. When a planned development includes provisions for common open space, or recreational facilities, a statement describing the provision that is to be made for the care and maintenance of such open space or recreational facilities. If it is proposed that such open space be owned and/or maintained by any entity other than a governmental authority, copies of the proposed articles of incorporation and by-laws of such entity shall be submitted.

N/A

- l. Copies of any restrictive covenants that are to be recorded with respect to property included in the planned development district.

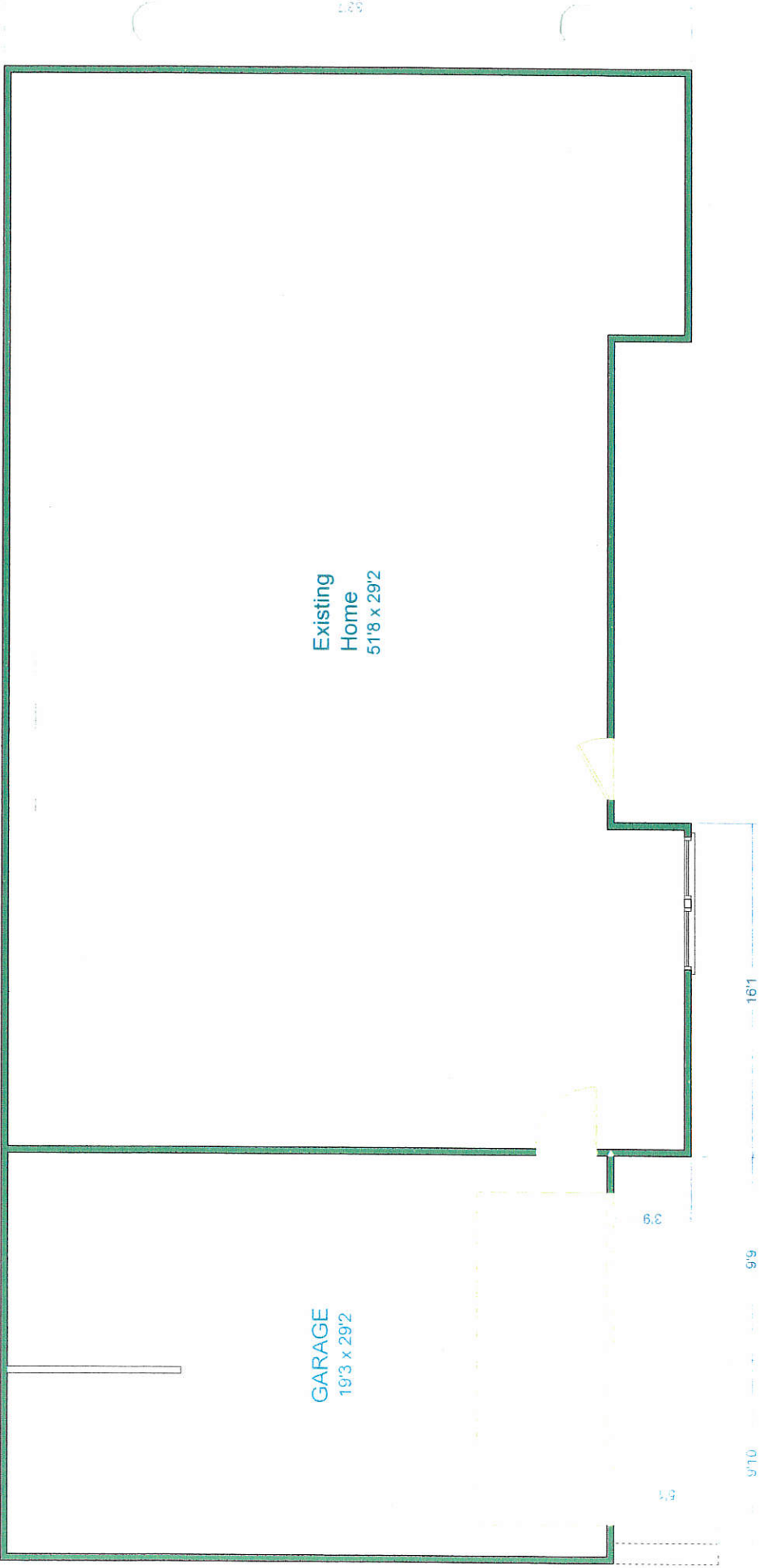
N/A

Staff Recommendation: Staff recommends the request initiated by the Metropolitan Planning Commission to consider the rezoning of the property at 816 West Chestnut Street from “RS” Suburban Residential to “PDD” Planned Development District to accommodate the proposed modification to the existing structure by reducing the side yard setback on the west side be approved for the reasons stated in this Staff Report.

Suggested Motion:

I move that Case No. Z-08-01-16, concerning the request initiated by the Metropolitan Planning Commission to consider the rezoning of the property at 816 West Chestnut Street from “RS” Suburban Residential to “PDD” Planned Development District to accommodate the proposed modification to the existing structure by reducing the side yard setback on the west side be recommended for approval by the City Commission based on the reasoning stated in the staff report and as presented at this public hearing.

SCALE: 1"=50'





Proposed



Yearout, David

From: Dinkel, Allen
Sent: Friday, September 23, 2016 8:01 AM
To: Yearout, David; Logan, Catherine
Subject: RE: Rezoning Case at 816 West Chestnut

As we all recall, Commissioner Ryan made the motion to disapprove the recommendation of the Municipal Planning Commission and deny the rezoning. This dies due to a lack of a second. In my opinion they then decided to return the recommendation to the Metropolitan Planning Commission since there was discussion that an accessory building would only have a three foot side yard setback. (David, can you please tell us where to find that side yard requirement in the code? I have not been able to find it yet. My concern is then you could have two owners do that and then there would be just six feet between buildings.) This was precipitated when the contractor said he could detach the present garage and build a new garage as an accessory building. Of course that is not possible as any sort of spacing from the house would push the structure on the property of the next property to the west.

I feel the Commission was hoping to find alternatives for the property owner. Not sure what that maybe. One told me after the meeting that Mr. Young could maybe purchase property from the owner on the west to allow more room, but I think there are many obstacles with that and that is probably not doable. I also feel the Commission thought maybe an ordinance change could be done to allow a smaller setback, but that probably would not be possible. Another issue we need to look at it Building Codes. Regardless of what can be done we need to work with harmony with the Codes requirements as well.

One option may be to take this back to the City Commission on October 18 to get the guidance which is needed to then take to the Planning Commission. This would also allow for our Codes Department to give input to the City Commission as well.

Allen J. Dinkel
City Manager
City of Junction City

Office Phone 785-238-3103
Cell Phone 785-280-3591

allen.dinkel@jcks.com

From: Yearout, David
Sent: Thursday, September 22, 2016 10:15 AM
To: Dinkel, Allen <allen.dinkel@jcks.com>; Logan, Catherine <clogan@lathropage.com>
Subject: Rezoning Case at 816 West Chestnut

At the City Commission meeting on Tuesday, September 20, 2016, the City Commission (Governing Body) voted to return the recommendation of the Metropolitan Planning Commission (MPC) to approve this rezoning to the MPC for further consideration.

The process for consideration of this case is governed by K.S.A. 12-757, as well as the provision of the Junction City Zoning Regulations found in Section 455.120 – Adoption of Amendments in the Municipal Code. That section states as follows:

SECTION 445.120: ADOPTION OF AMENDMENTS

- A. Upon the receipt of the recommendation of the Planning Commission and the expiration of the 14-day protest period as provided by K.S.A 12-757(e), the Governing Body shall consider the proposed amendment at their next regular meeting. The Governing Body may approve the recommendation of the Planning Commission, override the Planning Commission's recommendation by a two-thirds (2/3) majority vote of the total membership of the Governing Body, or return such recommendation to the Planning Commission **"with a statement specifying the basis for the Governing Body's failure to approve or disapprove."** (emphasis added)
- B. When the proposed amendment is referred back to the Planning Commission, the Planning Commission shall reconsider the proposed amendment and may submit its original recommendation giving the reasons therefor, or an amended recommendation. The Governing Body may then take whatever action it deems appropriate. If the Planning Commission fails to deliver its recommendation to the Governing Body following the Planning Commission's next regular meeting after receipt of the Governing Body's report, the Governing Body shall consider such inaction a resubmission of the original recommendation.
- C. If a proposed amendment is not acted upon finally by the City Governing Body within one hundred twenty (120) days after the report of the Planning Commission is submitted to it, such proposed amendment shall be deemed to have been defeated and denied, unless the applicant for such amendment shall have consented to an extension of such period of time. Whenever a proposed amendment is defeated, either by vote of the City Governing Body or by reason of the operation of this Section, such amendment shall not thereafter be passed without a further public hearing and notice thereof as provided in Article II of this Chapter. (Zoning §12-401; Ord. No. 792 §11, 3-17-92)

As noted in Paragraph (A) above, the Governing Body (City Commission) may: "return such recommendation to the Planning Commission with a statement specifying the basis for the Governing Body's failure to approve or disapprove".

Please provide the "statement specifying the basis for the Governing Body's failure to approve or disapprove", so I can provide that information to the MPC.

David L. Yearout, AICP CFM, Director

Junction City/Milford/Geary County Planning & Zoning

700 North Jefferson

P.O. Box 287

Junction City, KS 66441

Phone: (785) 238-3103 x 113

Fax: (785) 210-1909

Cell: (785) 209-1729

Email: david.yearout@jcks.com

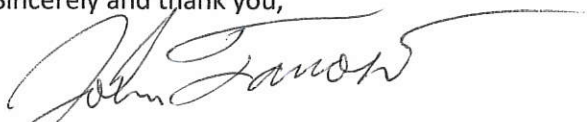
Web: www.junctioncity-ks.gov

John Farrow
Jon Doe Enterprises
7513 Yunkin Drive
Milford, Kansas 66514

To whom it may concern,

I'm writing this statement in response to concerns raised by the city manager regarding the proposed garage expansion of the home located at 816 West Chestnut , Junction City. I've been contracted by the property owner to enlarge the current single car garage thereby allowing them to park two cars verses one. As part of the design process certain 3D renderings of the structure were crafted to give a reasonable depiction of the intended outcome. Due to software limitations and time frame constraints these renderings are general in nature. The large amount of variance required on the Southwest quadrant of the intended construction which when completed would put the furthest finished Western perimeter edge of the construction at 2'3" East of the property line and as the wall runs Northeast would be 6'3" East of the property line at the furthest Northwestern edge. The rendering that depicts a finished frontal view of the property shows the hip roof on the West having an overhang of 18" which is not accurate to the intended pending construction. The intention of the homeowner is to enlarge the garage to accommodate two parked vehicles without changing the overall appearance of the home. In other words they wish to have the finished expansion look as though it has always been there. The current look can be referenced in the pictures accompanying the original variance request. With that said, I John Farrow as the authorized agent for the property owners Dick and Betsy Young state for the record that, no part of the proposed garage structure once completed will infringe beyond the setbacks as defined by the Metropolitan Planning Commission and approved by the City Council.

Sincerely and thank you,



John Farrow

9/20/16

RECEIVED
SEP 20 2016

Junction City/Geary County
Planning and Zoning

Board of Zoning Appeals

From:

John Farrow
Jon Doe Enterprises
7513 Younkin Drive
Milford, Kansas 66514
jdfarrow@cox.net
785.761.8209

Authorized Agent of property Owners:
Richard & Betsy Young
816 West Chestnut
Junction City, Kansas 66441
785.375.0779

Board Members,

The following statements as required by the Junction City/Milford/Geary County Instructions for Variance section 4 are the property owners response to the 5 conditions listed.

A) Uniqueness: Although there would be roughly six properties of the Unit 5 Crestview addition that have similar shaped lots 816 West Chestnut is unique in that the design and placement of the home has crowded the western boundary. In as much as the home was constructed in 1947 one can only conclude that the attached single car garage located on the west side of the home was considered sufficient, and that other unknown reasons for constructing the home as it stands took precedence. The homeowner doesn't feel that the desire to expand the current garage to secure and protect his second vehicle is an outlandish request born solely for selfish reasons when you consider the tumultuous weather that our area routinely endures.

B) Adjacent Property: Regarding rights of the adjacent property owner (820 West Chestnut), it is felt that since the garage expansion would not infringe on the existing property line, or completely restrict the current access to the East side of the adjacent property, or interfere with any current landscaping which would require action by the current adjacent property owner, that all current rights of the adjacent property owner will remain unaffected. With that said, the adjacent property owner of 820 West Chestnut has been approached by 816 West Chestnut property owners to discuss the project in question and make known all the details relevant to the proposed construction. This has also been done with property owners of 812 & 815 West Chestnut. At this time none of the approached property owners have any objections and have made statements to that effect of which copies have been provided to the board.

C) Hardship: Without the consent for a variance the 816 West Chestnut property owner, in order to reap the benefit of a two car garage, could potentially construct it behind the existing single car garage. This would require the creation of an adequate pass through opening of the existing rear garage wall for access, or complete removal of the existing garage itself, along with changes to existing structures and landscape features, significantly more pad preparation and concrete pours, a complete new detached structure including electrical upgrades to existing service, interior & exterior finishing, and landscaping. Roughly a 125% cost increase to the proposed existing expansion. Conceivably a frontward expansion of the existing garage might be allowable with current setbacks therefore accommodating two cars in a linear fashion, this would certainly be less desirable than a side by side arrangement as it would continue to maintain the current nuisance of shifting vehicles relevant to the comings and goings of the owners. Also additional expenses would be incurred to maintain adherence to current building codes requiring removal of a significant portion of existing driveway for structural footers, new monolithic slab, extended roof line with more significant modifications to existing, integration of new metal siding and guttering. Roughly a 60% increase over proposed expansion. Strict adherence to Zoning Regulations in

this instance, without legitimate objections from adjacent property owners and the neighborhood at large, would only serve to encumber the petitioning property owner with a larger financial liability.

D) Public Interest: As stated above the property owners in closest proximity to the proposed garage expansion, whom having been fully informed and made aware of all details, have stated in writing they have no objections. The proposed garage expansion intended solely for the purpose of securing and protecting the property owners vehicle's, when complete will not create any change to the public interest as defined In Section 4, Article D of the Instructions for a Variance as provided by the Junction City/Milford/Geary County Department of Zoning.

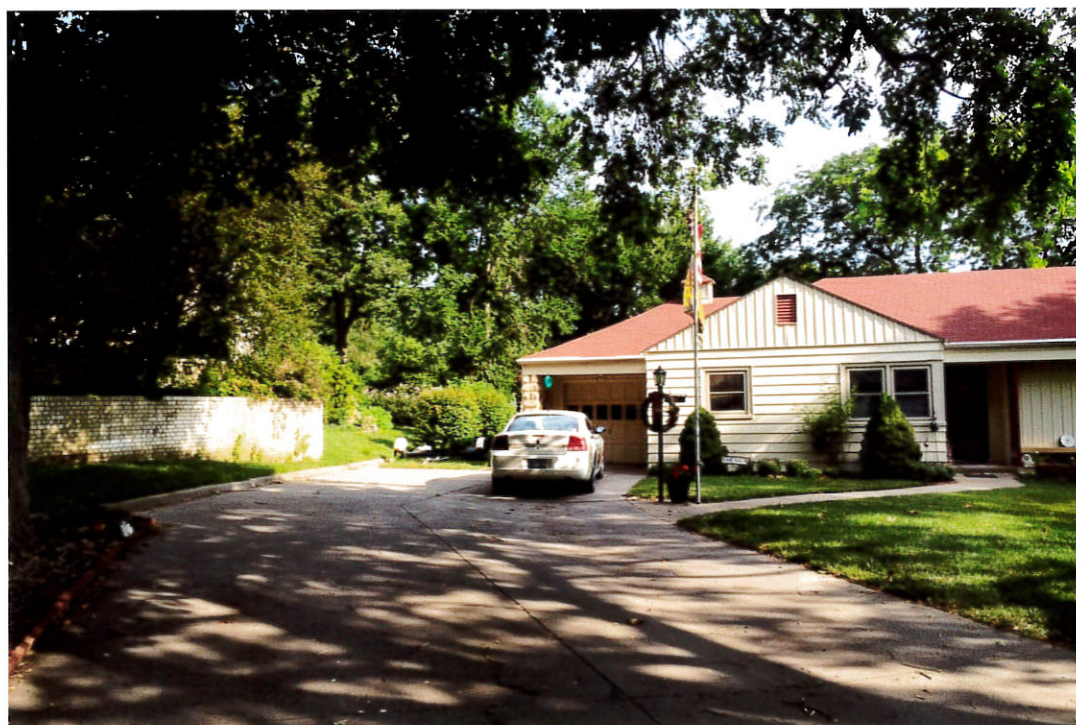
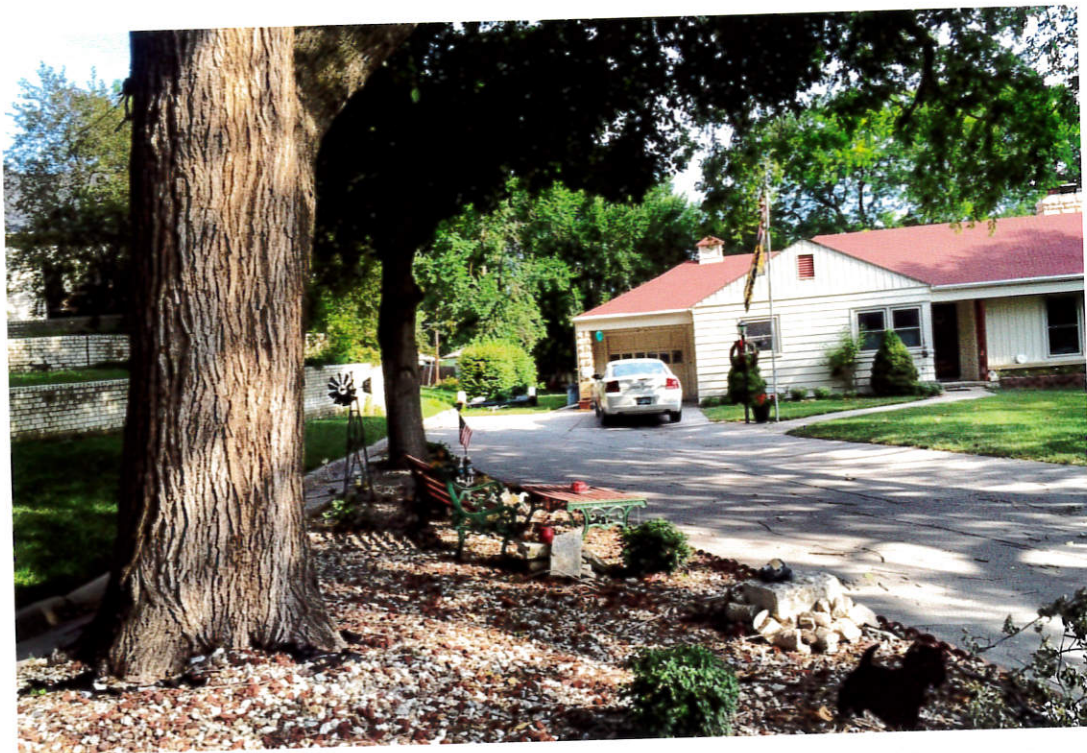
E) Spirit & Intent of the Zoning Regulations: Knowing that zoning regulations were enacted as a way to safeguard the general public welfare and assist a municipality in managing the residential, commercial, and industrial growth as part of a comprehensive plan that would be deemed fair and impartial for all citizens and business interests, the property owners at 816 West Chestnut feel that the proposed expansion would not fly in the face of the Spirit and Intent of the current zoning regulations enacted for their development area. Primarily, should the proposed expansion be allowed to proceed and once completed there would be very little to no evidence that any construction had taken place. Secondly the property owners feel that the proposed expansion enhances not only the property for their use but for future owners to come. Lastly the Municipality benefits from a thoughtful well integrated expansion, professionally constructed, built to or above existing codes, thereby increasing the property value and bolstering the tax base.

Finally the property owners of 816 West Chestnut (Richard and Betsy Young) as well as myself (John Farrow) would like to thank David Yearout, his staff, and members of the board for their willingness to sit on this board and look out for the best interests of the community at large relevant to these matters.

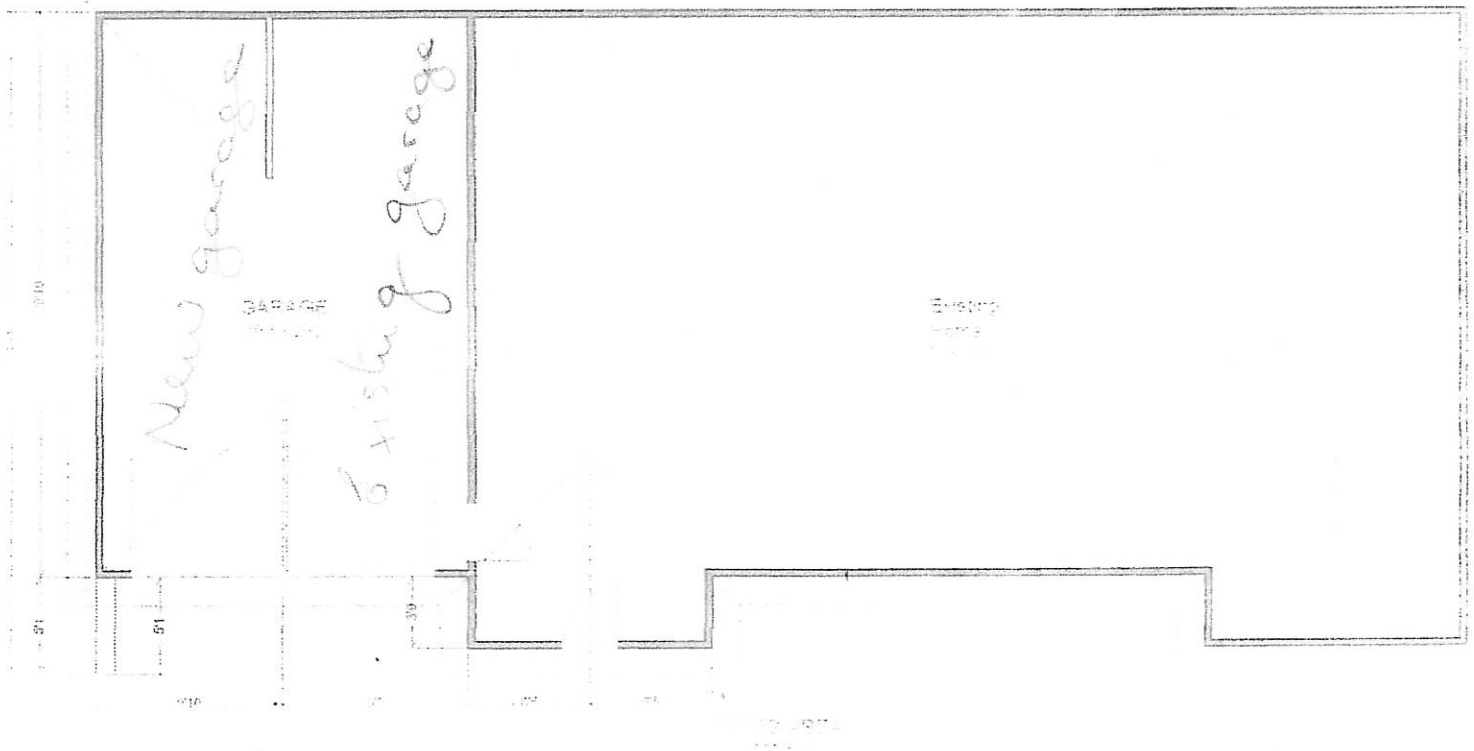
Sincerely,

Property Owners: *Rich A Young, Betsy Young* Date: *6/28/16*
Authorized Agent: *John Farrow* Date: *6/28/16*





YOUNG GARAGE EXTENSION



6.22.2016

815 W CHESTNUT ST JUNCTION CITY
SMITH FAMILY

NO OBJECTIONS

Marlye S. Smith

SCALE: 1"=50'

SURVEY

SCALE: 1"=50'

913-537-3028

DRAFTED BY WV INSPECTED BY WV

June 22, 2016

To Whom It May Concern,

I am aware of Dick and Betsy Young's plan to add a garage bay to the side of their house that adjoins my property. I have no concerns about their intention to build and believe that making this addition will enhance the value of their property and the neighborhood. I support approval of their petition.

Sincerely,



Kay L. Gatza

820 W. Chestnut Street

David Yearout
Junction City/ Geary County
Planning and Zoning Board

In regard to your letter dated June 23, 2016 concerning a variance for a garage addition at 816 W Chestnut. I am a neighbor at 812 W Chestnut and have no objection to your giving Dick and Betsy the variance for their addition.


Gerald Mooney

Backup material for agenda item:

- a. Executive Session - Attorney Client Privilege.

City of Junction City

City Commission

Agenda Memo

10-12-2016

From: Allen J. Dinkel, City Manager

To: Governing Body

Subject: Executive Session – Attorney Client Privilege

Recommended Motion: I move to enter into an executive session for Attorney-Client Privilege for 10 minutes to include the City Manager, Assistant City Manager, and the City Attorney,

Backup material for agenda item:

- b. Executive Session - Non-Elected Employee Matters.

City of Junction City

City Commission

Agenda Memo

10-12-2016

From: [Allen J. Dinkel, City Manager](#)

To: Governing Body

Subject: Executive Session – Non-Elected Employee Matters

Recommended Motion: I move to enter into an executive session for Non-Elected Employee Matters for 10 minutes to include the City Manager and the City Attorney,